



# TERMS & CONDITIONS

## FOR THE HIRE OF VENUES & SPORTING FACILITIES

### 1. BASIS OF HIRE AND USE

- 1.1 The Hirer their guests and any associated parties may only use the facility for the purpose indicated at the time of booking and on the day(s) and time(s) confirmed. Cleaning, bump in and out is to be included in booking time. Where the facility is used beyond the period of hire, the Hirer will be charged for the additional use/time.
- 1.2 All tennis court require a 30 minute minimum hire time and sports field bookings require a one hour minimum hire time, all other venue bookings require a two hour minimum hire time.
- 1.3 Minimum notice to make a booking: Tennis courts can be booked at any time provided there is availability showing on Council's online booking system. Notice for public events vary depending on the event class, please refer to the Local Event Planning Guide . A minimum of 5 days' notice for all others bookings, requests with less than 5 days' notice will be at Council's sole discretion for approval.
- 1.4 The Hirer must be at least 21 years of age - proof of age may be required at the time of booking. The hirer is responsible for ensuring the safety of those attending and does not place any person or property at risk to injury or damage. The Hirer is also responsible for emergency evacuation and noise minimisation.
- 1.5 Council reserves the right to refuse for the use of a facility where the responsible Council Officer believes such a booking may be contrary to the public interest, and/or due to non-disclosure of information or supplying misleading information by the hirer.
- 1.6 It is forbidden to use toilet facilities for any storage or any other purpose such as change rooms, office space, kitchen space etc.
- 1.7 The Hirer must not sublet the facility. This includes using your eligibility for a concession to book a facility.
- 1.8 The Hirer shall only be entitled to use the specified parts of the facility hired and the Council reserves the right to hire any other portion of the facility for any other purpose or purposes at the same time.
- 1.9 Regular hire shall be defined by the booking of 10 consecutive hire periods of the same day and time over 12 months or less within the same financial year. Regular bookings will not be permitted in Castle Hill Cultural Centre
- 1.10 The Hirer must ensure that all lights, fans, heaters and cooking appliances are turned off, windows closed, and all doors locked prior to leaving the facility. At venues where an alarm system is in use, the alarm must be activated, prior to vacating the venue.
- 1.11 All functions on Friday and Saturday must cease at 11pm sharp and the venue is to be vacated by midnight. All persons are to leave the venue quietly and be considerate of surrounding residents and properties.
- 1.12 The venue should be returned to its permanent layout and left in a clean and tidy condition prior to vacating.
- 1.13 All non-Council items introduced to the facility during the hire period must be removed prior to the completion of hire, if not so removed; the Hirer agrees to pay the scheduled fee for each day or portion of a day whilst such property remains at the facility.

- 1.14 The Hirer agrees that Council and its staff are not liable for items lost or damaged. This includes damage made by the hirer, attendees and external suppliers.
- 1.15 Applicable alarm codes will be provided to the hirer in email, by the business day before the booking, and hardcopy if being provided with a physical key. It is the responsibility of the hirer to ensure they have this information readily available when entering the venue.
- 1.16 Keyed Venues – Keys must be collected from 3 Columbia Court, Norwest between the hours of 9am – 4pm, Monday to Friday (excluding Public Holidays). The Venue Booking Team will advise the dates the keys will be ready for collection. In the event a hirer is locked out of the venue a call out fee is chargeable by Council. Keys to any facility must not be copied or reproduced in any way. Any lost/replacement keys will be charged to the hirer in accordance with Council’s adopted fees and charges
- 1.17 Council is under no obligation to provide keys or access outside of above specified times and days.

## 2. PAYMENT OF HIRE CHARGES

- 2.1 Casual Hirers need to pay in full on receipt of an email confirmation notice from the Venue Bookings Team. Partial payments are not acceptable
- 2.2 Regular Hirers are required to make their payment 30 days in advance. If payment is not received, bookings will be cancelled. Additional bookings made within 30 days by Regular Hirers require payment to be made prior to use.

## 3. INCREASE IN HIRE CHARGES

- 3.1 Venue hire fees and charges are adopted by the Council and are reviewed and adopted on a minimum annual basis. See Council’s website for any updated fees and charges.

## 4. PAYMENT METHODS

- 4.1 Hirers can pay by credit card online via Council’s booking website; or in person by EFTPOS or credit card at the Administration Centre, 3 Columbia Court, Norwest or any Hills Shire Library Service branches.

## 5. CANCELLATIONS

- 5.1 Cancellations must be submitted to Council via email to the Venue Bookings Team [venues@thehills.nsw.gov.au](mailto:venues@thehills.nsw.gov.au). Notification of non-use must be made before booking date. Any cancellations made through the Council’s online booking system

automatically attract a \$40 administration fee and will not automatically trigger a refund.

- 5.2 Bookings will receive a full refund if at least 30 days’ notice is provided (via email) less an administration fee of \$40 per cancellation request. If less than 30 days’ notice is provided and the event cannot be moved to another date or suitable venue, the hirer is liable for the full hire fee.
- 5.3 Special Hardship cases for hire or admin fee waiver can only be approved by a written submission to the relevant Group Manager up to \$1,500 or General Manager over \$1,500.
- 5.4 A cooling off period of 48 hours from payment of booking for Venues and Sports Field – full refund will be granted (cooling off does not apply to tennis).

## 6. TRANSFER OF BOOKING

- 6.1 Transfer of bookings will only be permitted at Council’s discretion for an administration fee of \$40 per transfer request. Please consider this when requesting any regular or casual bookings as no consideration for a “no charge” transfer will be made for date change once approved and processed.

## 7. BONDS

- 7.1 Casual bonds: The Hirer will be required to provide Council with a valid credit card for bond purposes, the week of your venue booking. Charges will only apply if the conditions of hire have been breached. In addition a security bond of \$1000.00 paid by credit card will apply for high risk functions.
- 7.2 Bonds for existing regular hirers: will carry over to the following year’s bookings.
- 7.3 For all new regular hirers: Council will retain holding credit card details for bond purposes. No funds will be held.
- 7.4 Large event bonds: for bookings at Aub-Juleff Arena and Bella Vista Farm a security bond is payable by credit card (See Council’s website for fees and charges).
- 7.5 Pioneer Theatre: A \$5,000 bond may be required based on Council’s discretion.
- 7.6 Hirer negligence: if any damage has occurred, Council’s assessment of it will be final, without right or appeal. Such sum will be deducted from any bond held/received. If the sum exceeds the amount held, the hirer will be required to pay the balance of repairing such damage.

## 8. TENNIS COURTS & SPORTS FIELDS

- 8.1 Casual Hirers: Council will provide one transfer per booking due to adverse weather conditions only. The Hirer must notify the Venue Bookings Team in writing within 2 working days for the transferring date. No refunds will be given for any reason, including adverse weather conditions. Regular Hire & club hire forfeit wet weather transfers in return for the reduced rate of hire
- 8.2 The Hirer takes full responsibility for any accident or injury arising during the course of their booking.
- 8.3 It is the responsibility of the Hirer to vacate the court / field / facility at the conclusion of their scheduled time.
- 8.4 Prior to any activity, Hirers should inspect the facility and satisfy themselves that there are no hazards. Play should not commence if not deemed safe by the user. Hazards are to be reported promptly using the Report to Council page on the Council's website or phone 1300 426 654 during business hours.
- 8.5 There is to be no digging/alteration/excavation additions/improvements etc. on any Council sporting facility.
- 8.6 Sporting fields are for the playing of community sport only, any activity involving vehicles, temporary structures or amusement rides must be approved by council prior to booking.

## 9. ALCOHOLIC BEVERAGES\*

- 9.1 To allow consumption of alcohol at the venue for a social gathering such as a wedding or birthday party, A "Notification to Carry Liquor into a Public Hall" form must be obtained 14 days in advance, by the hirer from Castle Hill Police. If alcohol is to be sold to, or consumed by, guests whose attendance is granted through a financial transaction such as a ticket, a liquor licence is required from Liquor and Gaming NSW. This needs to be provided to the Venue Bookings Team.
- 9.2 Underage drinking is illegal and is strictly prohibited.
- 9.3 Alcohol is not permitted at Beaumont Hills, Crestwood and Village Green Community Centres.

## 10. TERMINATION OF HIRE

- 10.1 The Hirer acknowledges and accepts that Council may terminate, at its discretion, the hire of the facility, at any time and without notice to the Hirer. This may include periods of scheduled maintenance or circumstances beyond the control of Council.
- 10.2 If Council does exercise its discretion regarding cancellation the Hirer acknowledges and accepts

that there can be no claim of loss or compensation against the Council arising out of, or incidental to, the hire of the venue.

- 10.3 Upon termination of the hire of the facility, the Hirer must vacate immediately and the Hirer acknowledges that, while council may choose to relocate you to an alternate venue, the hirer accepts that the Council has no obligation of any kind to relocate you to another venue. If council does choose to relocate you to another Venue, rates will be the same as the original booking, as per the adopted fees & charges OR if the alternate venue has a lower rate, the lower rate will apply.

## 11. PUBLIC LIABILITY INSURANCE

- 11.1 Incorporated bodies, sporting clubs/ associations and commercial groups must have cover to a level not less than \$10 million.
- 11.2 Non-profit/community groups must have cover to a level not less than \$5 million.
- 11.3 Hirers covered by Sections 11.1 and 11.2 must provide evidence of their Public Liability Insurance prior to commencement of the hire period and provide a copy of any insurance renewed at the time of renewal.
- 11.4 Private Hire: Council holds a "Casual Hirers" insurance policy to protect against public liability claims arising from the casual hiring of a Council facility for personal/private use. Council's policy only covers "Casual Hirers" - those who hire the same specified facility, such as a community hall, no more than a total of ten days over any twelve month period.

## 12. KITCHEN FITTINGS & APPLIANCES

- 12.1 Due to fire regulations no gas bottles, naan ovens, spit roasts, portable deep fat fryer, portable hotplates etc. are permitted in any venue by the hirer or the hirers' contractor/catering staff.
- 12.2 Any catering equipment must be removed from the building immediately after the hire period.
- 12.3 The Hirer, cleaner or caterer must ensure that upon leaving the venue:
  - 12.3.1 All appliances are switched off.
  - 12.3.2 All food removed and cleaned out from fridges, cool rooms, ovens & microwaves.
  - 12.3.3 All surfaces wiped down and the floor swept and washed (if required).
  - 12.3.4 All venue appliances are left in good working order and clean condition.

### 13. HEALTH & SAFETY

- 13.1 Emergency exits are to be kept free from obstruction at all times.
- 13.2 Under no circumstances shall there be any interference with emergency equipment in the venue except in the case of fire.
- 13.3 It is a safety requirement that all electrical cords, power boards, appliances and special equipment brought to the hired venue must be tagged and tested. Emergency call out costs for a technician to repair power circuits will be charged to the Hirer.
- 13.4 Should there be an accident or injury arising during occupation of the facility, the Hirer must inform the Venue Bookings Team promptly by email [venues@thehills.nsw.gov.au](mailto:venues@thehills.nsw.gov.au)
- 13.5 Evacuation procedures: Each hirer must make themselves aware of the evacuation procedures of the hall. This information will be found at all venues.
- 13.6 First Aid Officers & Fire Wardens: Hirers acknowledge that they are responsible for facilitating the evacuation of their attendees in case of an emergency, as well as providing care in the case of a medical incident including first aid and escalation to emergency services as required.

### 14. GENERAL HIRER OBLIGATIONS

- 14.1 Smoking is not permitted within any Council venue.
- 14.2 Decorations: Balloons must be tied down and not allowed to rise to ceilings, Confetti, rice or glitter is not to be thrown within the venue or surroundings. Drawing pins, nails, screws, or adhesive tape must not be used to affix decorations. All decorations are to be removed.
- 14.3 Rubbish: The Hirer must remove any rubbish from the venue in the bins provided, if the bins are full, hirer must take excess rubbish with them.
- 14.4 Photography/Videography: The taking of photographs and or video is permissible within a venue, but only for social purposes. If for any other purpose consent is required from Council, a minimum 7 days prior to the event.
- 14.5 Keys collection will be advised by a council representative as per Section 1.16 of this document. Key drop off must be done on the next working day during business hours. Failure to return the key/s will result in charges. Council is under no obligation to provide keys outside of working hours
- 14.6 Compliance with Council staff: The Hirer shall obey all reasonable directions of the responsible Council officer during the period of hire. The responsible Council officer shall have complete control over all means of entry and exit and may close the entrance doors and/or refuse permission to any person(s). The Council officer may instruct the Hirer to limit

noise, music and/or voice amplification to an acceptable level to the satisfaction of the officer if in the opinion of the responsible officer such noise is excessive.

- 14.7 Noise: Amplified music and general noise levels must be kept at a reasonable level which will not disturb people living near the facility.
- 14.8 External suppliers: All independent contractors contact details must be declared to the Venue Bookings Team prior to the commencement of hire. Copies of the independent contractors Risk Assessments and Safe Working Method Statements may be requested by Council.
- 14.9 Gambling: No game of chance, at which directly or indirectly money is passed, shall take place in any facility without first obtaining the consent of Council and any permit as may be necessary from Fair Trading NSW.
- 14.10 Castle Hill Showground banners: Are to be collected within 2 weeks of the date of removal. Failure to collect within this time may result in disposal of banner without compensation.
- 14.11 The stated maximum capacity of the hired facility/ room must not be exceeded at any time.
- 14.12 Food trucks are only permitted if parked within a legal car space and be specific to the intent of catering to an existing booking at the venue. The catering must be prepared and cooked within the vehicle, and consumed in the hired venue.
- 14.13 The hirer is responsible for ensuring the parking and vehicular traffic associated with their activity is managed to minimise impact to adjacent properties and other users of the facilities.
- 14.14 Foyers and common areas are to be kept free and clear at all times, Hirer activities must be contained within the room or space named in their booking confirmation.

### 15. FUNCTION HIRER SPECIFIC OBLIGATIONS

- 15.1 "Function hire" is only applicable for bookings on Fridays and Saturdays between 4:00 PM and 12:00 AM in designated function rooms as per the Fees & Charges document available on Council's website.
- 15.2 As per Section 1.11 of this document, all functions on Fridays and Saturdays must cease at 11:00 PM sharp and the venue is to be vacated by midnight. All persons are to leave the venue quietly and be considerate of surrounding residents and properties.
- 15.3 A past midnight penalty fee will be charged per 30 minute blocks if the hirer remains in the venue past midnight. All surrounding areas of the venue, i.e. the car park, must be vacated within 30 minutes of conclusion of the function.

- 15.4 Upon arrival the hirer should inspect the venue and any venue issues need to be reported and confirmed by the Council supplied security guard prior to function commencement and documented with photographic evidence. Any subsequent damage, mess or violation of terms and conditions occurring in the duration of the booking period will be the full responsibility of the hirer.
- 15.5 Council will provide a security guard to be present throughout the booking to monitor and report any issues. Hirers must go through the attached forms with the assigned security guard upon arrival at the Venue.
- 15.6 The Council supplied security guard, a Council representative, or NSW Police reserve the right to immediately cease any function where there are signs of anti-social Version: 6, Version Date: 08/09/2021 Document Set ID: 19657306 8 behaviour, alcohol abuse, underage-drinking, or consumption of alcohol without a liquor permit obtained prior to the event.
- 15.7 The Council supplied security guard is the primary security contractor, regardless of any security hired separately by the hirer, and attendances by emergency services will be reported to the Council supplied security guard.

**16. PRIVACY NOTIFICATION – HIRE OF FACILITIES**

- 16.1 Privacy Notice: In using this service you are providing personal information such as name and contact details. This information will be used only for the purpose of its intent being the hire of council facilities and will only be accessed by persons who have been authorized to do so. Your personal information is handled and retained in accordance with the Privacy and Personal Information Protection Act 1998 and State Records Act 1998.
- 16.2 The supply of the information by you is not voluntary. If you cannot provide or do not wish to provide the information required the Council may be limited in dealing with your request.

**17. PROHIBITED ITEMS**

- 17.1 The following items are prohibited at all facilities, including but not limited to, jumping castles\*, petting zoos\*, livestock, gaming trucks\*, smoke/fog/haze/dry ice machines, barbecues, gas bottles, open flames, portable stoves or ovens, fireworks\*, kerosene or spirit-type lamps or spit roasts must not be used within the premises or within its environs. Candles may only be used if secured in a glass (or similar) holder that will contain the flame if knocked over and which will prevent wax from dripping on tables or floors. No fire of any type may be lit in the surrounding grounds of the venue. NB: If you are managing a public event, additional terms and conditions will be supplied through the Community Event Application process. Terms and conditions with an asterix may vary if you are managing a public event.

**18. INDEMNITY AND RELEASE**

- (a) The hirer indemnifies and keeps indemnified The Hills Shire Council, its officers, employees, agents and contractors against all liability for death of or injury to persons or loss of or damage to property and all actions, claims, demands, losses, damages, costs and expenses whatsoever arising in respect of hire, the hirer not proceeding with the hire, or any breach of these Terms and Conditions of the Agreement by the hirer, except to the extent that such liability is caused by a willful or negligent act or omission by Council
- (b) The hirer releases Council from and agrees that the Council is not liable for any loss or damage to person or property suffered or incurred (including loss of profits or loss or damage to the clubs/hirers reputation) in connection with the hire unless such loss or damage is caused by a willful or negligent act or omission by the Council
- (c) The indemnity and release in the clause apply whether or not the loss or damage arose as a result of anything the hirer is authorised or obliged to do under the Terms and Conditions of the Agreement, or anything the Hills Shire Council has consented to or approved

**I HAVE READ THE TERMS & CONDITIONS OF HIRE & UNDERSTAND THE ABOVE GUIDELINES< ACKNOWLEDGING THAT I CAN ONLY USE THE FACILITY FOR THE STATED PURPOSE AND TIMES SPECIFIED IN MY BOOKING CONFIRMATION.**

Hirer Name	
Venue	
Date of Event	
Signature	
Date	



Supplemental requirements for use of Bella Vista Public School only.

Access to the sports field and sports hall at Bella Vista Public School is available through a joint use arrangement between NSW Department of Education and The Hills Shire Council, where continued use of the facilities is possible provided all activities are compliant with the requirements set by both NSW Department of Education and The Hills Shire Council.

These supplemental requirements are set-out below, and must be adhered to at all times.

1. Sale, use, free distribution or the presence of alcohol is strictly prohibited at Bella Vista Public School, and its surrounding areas.
2. Animals are strictly prohibited at Bella Vista Public School, and its surrounding areas.
3. Smoking is strictly prohibited at Bella Vista Public School, and its surrounding areas.
4. No food is allowed in the hall, no chewing gum is allowed on the field
5. Appropriate foot wear to be worn at all times, Only moulded Football boots to be used on synthetics.
6. No spikes or sharp objects are to be pushed into the surface at any time (including corner posts, goal nets, or training aids).

7. It is the responsibility of hirers to replenish and clean the toilets and change room areas.
8. No amplified music or announcements are permitted at anytime
9. No vehicles may enter the school area
10. Avoid the use of whistles after 8pm
11. All coaches, referees and managers must supply Council with a current valid Working with Children check of which will then be supplied to Bella Vista Public School
12. Where the hirer appoints a representative to run an activity on their behalf, the hirer or holder 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.
13. Bella Vista Public School is to be left clean at the end of your booking
14. Bella Vista Public School is to be left secure in respect to doors, windows, alarms and entry gates.
15. All lights and fans are to be turned off at the end of your booking.

**ALL THE ABOVE CONDITIONS MUST BE READ AND ADHERED TO. FAILURE TO COMPLY WITH ANY OF THE ABOVE CONDITIONS MAY RESULT IN CANCELLATION OF YOUR BOOKING OR IMMEDIATE CESSATION OF YOUR ACTIVITY. THIS FORM MUST BE RETURNED TO THE HILLS SHIRE COUNCIL**

Council Officer Name	
Council Officer Signature	
Date	

Applicant Name	
Applicant Signature	
Date	

Witness Name	
Witness Signature	
Date	