



Woollahra Council Venues - Conditions of Hire & Declaration

Fees	<ul style="list-style-type: none">▪ Council requires that hirers pay the applicable fees, in full within 14 days of making a booking.▪ The booking will not be confirmed until full payment and acceptance of our Conditions of Hire is received.▪ The applicant shall reimburse Council for the cost of repair of any damage caused to public property during, or as a result of their hire.
Cancellation Policy	<ul style="list-style-type: none">▪ 28 days-notice must be given for all cancellations, a fee to cover administration costs will be deducted from any refund issued.▪ Cancellations made within 28 days of the event will be required to pay the full hire fees.▪ Some Council venues may be required to host Government Elections, which may result in the need to cancel an existing booking. Wherever possible notice will be given and an alternative venue offered. If not suitable 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 Public Health Orders be issued by the Government.
Emergency & Evacuation Procedure	<ul style="list-style-type: none">▪ Hirers are responsible for familiarising themselves with the emergency and evacuation procedures in the facility.▪ Hirers are responsible for ensuring all guests attending a function as part of their venue hire are evacuated as per the evacuation procedures for the venue. Appropriate signage is displayed in the venue for the hirer's reference.▪ Hirers shall notify Council of any incidents which may arise during their hire period and assist in the completion of incident reporting.
Use of the Venue	<ul style="list-style-type: none">▪ By using the venue you are agreeing with the Terms and Conditions listed herein or as provided through the online booking system.▪ The hirer is to ensure that nothing occurs which is disorderly or unlawful in connection with the use of the venue.▪ The hirer is responsible for the behaviour of those in attendance during the hire period.▪ All venues have a no smoking policy.▪ No pets or animals are allowed in the venue. Guide dogs are exempt.▪ All items of property owned by the hirer must be removed from the venue on/or before the agreed occupancy time.▪ Any goods left on the premises after occupancy may be removed and disposed of at the discretion of Council, without compensation to the owner or person responsible.▪ The hirer is not permitted to take into, or use, within the venue and grounds: any type of firework or flammable substances, any chemical substance deemed toxic or dangerous or candles or naked flame of any kind with the exception of birthday candles.▪ In conjunction with Council's Single Use Plastics policy, balloons are not permitted in any of our venues. Helium balloons are also not permitted due to ceiling heights and location of fans.▪ No amusement device/structure (eg. Jumping castle) may be erected inside the venues.▪ No items shall be placed in front of, or obstruct access to the fire exits.▪ The hirer should report any broken or damaged equipment, fittings or furniture to Council.▪ Children on the premises are to be supervised at all times by a responsible adult. Hirers must ensure that children are not placed at risk upon entering or leaving the property.▪ The hirer shall not affix nails, screws, bills, decorations, bunting or draping which in any way defaces the building premises. This includes tape and marking on floors.▪ Council must grant written permission for alterations made to fixtures, walls, ceilings or floors.▪ All heaters/fans that are available in a venue must be turned off at the end of each event. Failure to do so will result in Council billing the hirer for any additional costs incurred.▪ It is the hirer's responsibility to obtain any licence, permission, certification or approval from any authority, private person or corporation who, by law, requires such approval.▪ All hirers must adhere to the Child Protection (Working with Children) Act 2012 No 51. Working with children clearances should be sought where applicable for child related work.▪ The hirer shall abide by all additional conditions of hire relating to each individual venue as outlined below.
Cleaning and Waste Management	<ul style="list-style-type: none">▪ The venue and facilities must be left in a clean and tidy condition by the hirer, prior to vacating the premises, including cleaning tables, chairs and appliances if used.▪ In venues where external trade waste bins are provided, all internal bins must be emptied and a reasonable amount of rubbish may be left in one of the outside bins.▪ In venues with no external bins, all rubbish taken away by the hirer.▪ All furniture must be stacked away in the storeroom, where provided, or neatly against the walls of the hall where there is no storeroom, ensuring no exit or emergency equipment is obstructed. Tables must be stacked in the table trolleys where they are provided.▪ Council reserves the right to determine the cost of any extra cleaning, above and outside that which is normally expected following normal usage of the venue and pass this on to the hirer.
Observance of Venue Hire Period	<ul style="list-style-type: none">▪ Observation of the allocated booking time is important, to avoid clashes between the various hirers who use the premises.▪ Set up and pack up must be included in the hire time specified in the event sheet.▪ The venue must be vacated on or before the agreed finish time.▪ The hirer is only allowed to enter the venue during the agreed time.▪ Council reserves the right to pass on any charges directly relating to the booking (e.g. security call out for early/late attendance).
Codes, Keys and Access	<ul style="list-style-type: none">▪ Most venues require access via a key code that will be issued to hirers on confirmation of the booking. Codes are set for the time of the venue booking.▪ Keys, where required, may be picked up from reception, at Woollahra Council Chambers, 536 New South Head Road, Double Bay the working day before the hire.

	<ul style="list-style-type: none"> All keys are to be returned on the working day after the event. For any issues accessing the venue on the day of your event, contact Challenger Security on 0418 222 382. Please note that cash call-out fee may be payable to the security company if called out for any reason that is directly related to your booking. Council reserves the right to pass on any charges to the hirer if our security company is called out to the venue for any reason that is directly related to the booking.
Cooper Park Community Hall	<ul style="list-style-type: none"> Maximum capacity 100 people. Available for hire: 9am – 9pm External use of a temporary amusement device/structure (eg. Jumping castle, petting zoo) in Cooper Park in conjunction with hall hire requires an additional application, park permit and park hire fees. The Venue Coordinator must be advised of all use of amusement devices/structures in Cooper Park and will provide the relevant fees and condition information upon application.
Rose Bay Cottage	<ul style="list-style-type: none"> Maximum capacity 35 people. Available for hire: 9am – 8pm.
The Gunyah	<ul style="list-style-type: none"> Maximum capacity 70 people. Available for hire: 8am to 11pm. All music and entertainment must conclude at 10pm.
Vaucluse Bowling Club & Community Facility	<ul style="list-style-type: none"> Maximum capacity 75 people inside the hall Available for hire: 8am to 9pm Sunday to Thursday, and 8am to 11pm Friday and Saturday. All outdoor areas close at 9pm, Hirers will ensure that only RSA trained servers will serve alcohol at all events. Outdoor park area requires additional park hire application, permit and fees. NOISE MANAGEMENT Internal sound played within the hall cannot exceed 75dD(A) at any time. All operable windows and windows must be closed during evening after 6pm. No music in external areas prior to 11am and levels not to exceed 77dB(A) Hirers must be mindful of the neighbourhood and leave the premises quietly
Canonbury Cottage	<ul style="list-style-type: none"> Maximum capacity 20 people. Available for hire: Sunrise to Sunset. Opening of McKell Park gates in Daylight Saving times are 7am to 8pm, outside Daylight Saving times are 7am to 7pm. All hire must finish before this time. The Cottage may be hired in conjunction with the Park for weddings and social gatherings. It may not be hired at times when the Park is already booked for Wedding Parties, as parking restrictions prohibit simultaneous events. Music and noise are to be restricted to a reasonable level. All music and noise must cease by sunset.
Sherbrooke Hall	<ul style="list-style-type: none"> Maximum capacity: 100 people, Available for hire: 8am to 9pm. Access to audio visual equipment is by booking only and must be locked up after use. Costs relating to any damage to equipment will be billed to the hirer. USE OF FOSTER PARK PLAYGROUND This is a public area and hire of the hall does not give exclusive use of the playground. The Playground is used exclusively by Woollahra Preschool as an education and care service on weekdays. Hirers must respect this use by taking care around plants and on equipment. It is designed for use by Preschool age children, and is not suitable for large groups of older children. In an effort to preserve the established gardens, ball games are prohibited. In the interest of providing a risk free environment for all children in our community, including those with Anaphylaxis, no food with nuts or seeds are allowed in the Playground. Smoking and dogs are also prohibited. Ensure no rubbish is left inside the playground.
The Studio @ The Drill Hall	<ul style="list-style-type: none"> Maximum capacity: people The Studio = 40 people. The venue is available for hire between the following times: Available for hire: 9.00am to 9.00pm on any day Not available for private functions.
The Bay Room	<ul style="list-style-type: none"> Maximum capacity: 60 people. Available for hire 9am to 10pm All tables and chairs to be stacked and put away in the storeroom. Air-conditioning unit must be turned off when leaving. Council may bill the hirer for any additional costs incurred.
EJ Ward Paddington Community Centre	<ul style="list-style-type: none"> Maximum capacity: Dining room = 20, Upstairs room = 40, Lounge = 20 Available for hire 8am to 9pm The lounge room, courtyard and kitchen are shared areas. Please be respectful of other users.
Single Use Plastics	<ul style="list-style-type: none"> Woollahra Municipal Council is committed to eliminating the use of single use plastics. It is our policy that events that Council runs or that are held at Council venues be free of single use plastics, except where there is no viable alternative or where there is the need for an exemption due to health or safety. Full details of the policy, and a Quick Guide – Alternatives to Single Use Plastics, can be found on our website at: https://www.woollahra.nsw.gov.au/services/rubbish_and_recycling/initiatives_and_events
Liquor license & Serving of Liquor	<ul style="list-style-type: none"> Liquor can be consumed on the premises. The hirer must supply their own liquor and ensure that: No person under the age of 18 years shall be served with alcoholic substances or allowed to consume alcoholic substances. only RSA trained servers will serve alcohol at all events. No liquor is to be consumed outside the premises.

Liquor license & Serving of Liquor	<ul style="list-style-type: none"> The hirers of the premises shall be responsible for the good conduct of those attending the function. The sale of liquor is not permitted on the premises unless the hirer is a non-profit organisation granted a temporary function license by the Licensing Court. A license can be granted for the sale of liquor at a dinner, ball, convention, seminar, sporting event, race meeting, exhibition, performance, trade fair, or other fair, fete or carnival, or any similar event or activity that is conducted for public amusement or entertainment, or to raise funds for any charitable or other purpose. Liquor can only be sold at a function of the association holding the license. Council must receive a copy of any such license if the sale of liquor is to occur on the premises prior to the event and they must abide by all conditions of such license.
Youth Events / Parties	<ul style="list-style-type: none"> Youth events / parties apply to 13 - 25 year olds. A parent / guardian must complete, sign the application form and take responsibility for the event if the hirer is under 18 years old. Proof of identity may be required. A minimum of two (2) professional security guards are required to ensure the safety of both guests and the security of the building and surrounding area. A Security Details form must be completed and returned to Council before a booking for a youth event can be confirmed. All youth parties must be registered with the NSW Police Force at www.police.nsw.gov.au/online_services/party_safety/party_registration and organisers should read the 'party safe tips'.
Noise Management	<ul style="list-style-type: none"> The Event must not give rise to offensive noise under the Protection of the Environment Operations Act 1997. Any equipment that is to be used must conform to the Department of Environment and Climate Change Guidelines and not create a nuisance to the amenity of the neighbours.
Vehicle management	<ul style="list-style-type: none"> Participant and spectator vehicles must not be parked on Council's parks or reserves or upon grass verges or footpaths. A minimum of 1.8 metres clear width on the footpath must be available for pedestrians. No obstruction can be placed on footpaths less than 1.8 metres wide. Do not block private or public driveways. All parking of equipment trucks must comply with the signage existing in the street.
Damages and Repairs	<ul style="list-style-type: none"> The hirer will be responsible for any expense in connection with repairs, security, and improper use of safety equipment, damage to grassed areas and/ or extra cleaning which may become necessary as a consequence of the booking. Council reserves the right to determine the cost of any damages above and outside that which is normally expected following normal usage of the hall and grounds. Council reserves the right to bill the hirer for additional costs.
Insurance	<ul style="list-style-type: none"> Incorporated bodies, sporting clubs, associations of any kind, profit making/commercial activities or hirers conducting more than twelve (12) sessions per year must have a \$10 million public liability insurance policy noted. The insurance must cover the hirer at the venue being hired. A copy of their <i>Certificate of Currency</i> will be held on Council files. The hirer must have personal insurance for any items brought into the venue. Council shall not be responsible for any loss or damage to any property belonging to either the hirer or any person in the facility at the invitation of the hirer.
Breach Of Agreement	<ul style="list-style-type: none"> Council reserves the right at its sole discretion not to approve any application or to cancel the agreement at any time for any breach of policy or procedure. Failure to comply with the requirements set out in this policy will be regarded as a breach of agreement, giving Council the right to sue for the recovery of any amount due and / or to cancel of all or any such future booking.

Venue Hire Declaration

This declaration confirms that you, the applicant:

- have read and understand the conditions of hire
- have read and understand the emergency procedures, including your responsibilities in the event of an emergency evacuation at this venue
- accept that all these conditions must be complied with on the day(s) of the activities.

You indemnify Council from and against all actions, claims, costs, losses, expenses and damages (including the costs of defending or settling any action or claim) in respect of:

- Loss of, loss of use of, or damage to property of Council; or
- Personal injury (including death) or illness to any person or loss of, loss of use of, or damage to any property; resulting from or by reason of anything done or omitted to be done by You arising out of your activities undertaken at or near Council's facility.

Your liability to indemnify Council is reduced proportionally to the extent that a negligent act or omission of Council or its employees has contributed to the injury, damage or loss.

