



SCHEDULE OF CONDITIONS OF HIRE

The Schedule of Conditions of Hire is to be read in conjunction with the User Guide

HIRING OF CENTRE - The hiring of halls is through Blue Mountains City Council, Locked Bag 1005 Katoomba NSW 2780. Phone: 4780 5000. **For the contact details of the Booking Officers for the individual halls visit Council's website www.bmcc.nsw.gov.au** - A Minimum of two weeks (ten working days) notice is required to process requests for all bookings.

APPROPRIATENESS OF HALL AND SAFETY REQUIREMENTS - The hirer shall not use the hall for any activity other than that stated for the stated function on the Application Form. It is the responsibility of the hirer, for the duration of the hire period, to ensure that the hall is appropriate for the stated purpose especially in terms of the safety of the organisers, officials, participants and the public.

YOUTH EVENTS – Refer to Youth Event Guidelines on Council's website: www.bmcc.nsw.gov.au

PRE-PRODUCTION MEETINGS – Where applicable, will be held between Council staff and the hirer at a mutually agreed time to identify such things as: the technical requirements of hirers; potential problems in staging productions and exhibitions and develop solutions to any problems.

SECURITY - Hirers, at their own expense, may be required to engage Security Guards who are licensed and experienced in controlling events. Hirers will be obliged to provide Council with details of the company engaged in order to coordinate arrangements.

INSPECTION OF THE FACILITY - Inspection of the halls is by appointment only. Contact the Booking Officer to make arrangements.

HIRING FEES - All fees and bonds are payable to Blue Mountains City Council. **These hire fees and charges must be paid before access to a hall can be granted and keys issued.** Hirers must keep their receipt and present it when picking up keys. The hire fees quoted, at the time a booking is accepted and are in accordance with Council's adopted fees and charges. Should there be a variation in the fees and charges after the booking is accepted but before the function is held the hirer shall be notified of the variation and will be required to pay any increase prior to the date of hire.

An application form must be completed and signed acknowledging the conditions of hire for a booking to be confirmed. The applicant must be 18 years of age or over.

PAYMENT OF HIRE FEES - All outstanding fees and charges must be paid prior to the hire date. Regular / ongoing hire will be invoiced in advance on a quarterly basis.

CANCELLATION OF A BOOKING - The hire fees will be retained by Council if cancellation of the booking is less than one week (5 working days) prior to the date of hire.

KEYS - Keys are to be collected from the Booking Officer on the day prior to the date of hire or as otherwise arranged. **Council is required to respond to a call regarding the failure of the hirer to pick up keys, the hirer will be charged a minimum four (4) hour "call-out" fee.**

Keys must be returned to the Booking Officer by 10.00 a.m. the next day after the function or as otherwise arranged. A refund form is to be submitted when the keys are returned. Lost Keys must be paid for by the hirer.

CONDUCT OF PERSONS ATTENDING FUNCTIONS - Security management is the responsibility of the hirer and will be responsible for the conduct of all persons in attendance. The hirer will be responsible for the cost of any repairs as a result of damage incurred. The bond may be held in such instances and should the cost of any damage or cleaning of the hall and surrounding area exceed the value of the bond then the hirer is liable for the total amount of costs incurred.

Hirers are expected to have full regard and consideration for nearby residents. Arrival and departure must be in a quiet and orderly manner. Sounding of car horns is not permitted. All driveways and medium strips are to be kept clear. Music must not be loud or intrusive to residents.

NOISE - All noise must cease at 12 midnight and premises vacated by 1:00am.

SMOKING IS NOT PERMITTED ON THE PREMISES

NO DOGS OR OTHER PETS ARE ALLOWED ON THE PREMISES OR SURROUNDING GROUNDS

LIQUOR PERMIT AND LICENCE REQUIREMENTS - You must obtain a Liquor Permit to consume liquor in council halls. Prior approval must be obtained from the NSW Police Service. This is done by applying for a liquor permit at the Springwood or Katoomba Police Stations prior to the function. A copy of the approval is to be shown to the relevant Booking Officer. The approval is to be retained by the hirer and be available for inspection by the Police or Council Officer during the period of the hire.

To sell alcohol at an event an application for a Liquor Licence is to be made directly to the Casino, Liquor and Gaming Control Authority, Sydney. A copy of this application is then forwarded to the Council and the Police Department for approval at least (30) thirty days prior to the function.

PUBLIC LIABILITY INSURANCE - Hirers are required to complete and sign a Public Liability Form

ELECTRICAL EQUIPMENT - It is the responsibility of the hirer to ensure that electrical articles/leads that are brought onto the premises have been tested and tagged. A minimum 4 hour call-out will be applicable if Council staff is required to attend to a problem relating to faulty equipment brought in by the hirer.

FIRE EXITS - All fire exits must remain unobstructed for the duration of the function.

PREPARATION/DECORATION

Candles (Naked Flames): The hirer must not expose flame.

Adhesive Tape: Must not be applied to the floor, walls or ceiling.

Decorations: may be hung by the use of 'blu-tac' and on the hooks where provided by Council. Under no circumstances are nails or tacks to be used or any equipment to be fitted in a way that may cause damage to the building, fixtures and fittings. Any decoration or other work which necessitates the use of ladders or other temporary platforms is to be brought to the attention of the Booking Officer so that the appropriate Council and Work-Cover arrangements can be advised.

Signs in Public Places: permission must be sought from Council. The hirer is obliged to contact Council regarding regulations.

REMOVAL OF ITEMS LEFT BEHIND - It is the responsibility of the hirer to ensure that all personal items are removed when vacating the premises. Any costs incurred by Council to remove items left behind by the hirer will be charged against the hirer. Council takes no responsibility for such items.

CLEANING AND GROUNDS - The areas within the halls and the grounds surrounding the halls are to be kept clean and tidy. The grounds are not permitted for use for activities such as market stalls, entertainment or related purposes, unless prior approval is obtained.

OPENING AND CLOSING THE BUILDING - The hirer will be responsible for opening and closing the building, and reporting any damages to Council. It is the responsibility of the hirer to ensure that such things as lights, fans, heaters, air-conditioning etc. have been turned off, and that the building (windows, doors, exits) has been securely locked after the function has finished.

BOND REFUND - In order to gain the Bond Refund the Hirer must complete and sign the Bond Refund Application Form and return this form to the Booking Officer together with the keys no later than 10:00am the day after the date of hire. Upon receipt of the duly completed Bond Refund Application Form and keys, a Bond Refund will be issued (in cheque form) and mailed to the Hirer – please allow ten (10) working days for cheque to arrive. NOTE: A breach of any of the Conditions of Hire may result in a claim being made against the Bond.

ADDITIONAL REQUESTS - Please note that work and/or activities carried out by Council to suit the hirer's needs will be charged to the hirer – at cost.

BREACH OF CONDITIONS - Failure to comply with any of the Scheduled Conditions could cause a future request for hire of the hall to be refused and bookings already made to be cancelled. The bond may be forfeited.