

Bellambi Neighbourhood Centre

CONDITIONS OF USE & GENERAL INFORMATION

Bellambi Neighbourhood Centre is pleased to provide this community facility for use by the general community for functions, activities and meetings. BNC entrusts to the hirers the care and safety of these centres and persons using them. To assist hirers with this and to ensure everyone enjoys the use of these centres, BNC has established conditions of use as outlined in this document. Each centre also has its own specific conditions of use.

Please do not hesitate to ask BNC staff specific questions that will assist you in making your booking an enjoyable experience.

Phone: 4284 3055 Email: coordinator@bellambinc.org.au

Address: 49a Cawley Street, Bellambi

DEFINITIONS THROUGHOUT THESE CONDITIONS, THE TERMS:

'BNC' means Bellambi Neighbourhood Centre Inc and other authorised BNC Officers.

'Centre' means the building.

'Centre Grounds' means the public land upon which the Centre is located and includes enclosed courtyards and car parks.

'Hall/Rooms' means the hall/rooms at the Centre available for hire.

BOOKINGS AND FEES

1 APPLICATIONS

Applications for hire are to be made on the form provided and must be signed by a person aged 18 years or over. The hirer must remain in attendance during the hire period and is responsible for centre security, safety of guests and supervising all activities during the hire period. The Centre Manager can refuse any application to hire at their sole discretion if they determine the application would not meet these Conditions of Hire.

2 REGULAR BOOKINGS

Regular bookings are taken on an annual basis for the following calendar year and where necessary a booking may be cancelled or altered by management to accommodate infrequent use of the venue for exhibitions, conferences, elections etc. Hire on Saturday evenings is restricted to two consecutive weeks unless a further application has been approved. Fees must be kept 2 weeks in advance. BNC reserves the right to restrict the number of bookings any one organisation can have in any given period of time at the discretion of an authorised BNC Officer. This can be reviewed at any time to ensure ongoing access and equity for all.

3 HOURS OF USE

Hiring times to include time required for setting up, dismantling, cleaning etc. The hirer does not have access to the hall/rooms outside the approved hire period. The Centre can only be hired till the hour specified under our conditions of hire.

4 HIRE FEES

Hall/Rooms will be available for hire at the fee levels stated in BNC's current Fees and Charges schedule (reviewed July each year). Bookings made prior to any increase in fees in July each year will incur these increases.

5 DEPOSIT AND BOND

A deposit of 50% of the hire fee is required, within 7 days, to confirm the booking. The balance of the fee must be paid on collection of keys or on a date advised. Note: cheque payments must be received 10 working days prior to the hire period. If the full fee is not paid, the booking will be cancelled.

A security bond is required for all bookings. There is no GST payable on the security bond unless the bond is retained to cover costs (see Point 6). The bond will be refunded within 3 weeks from the date of hire provided the hirer has fully complied with all Conditions of Use. Regular bookings will incur a one-off bond redeemable at the end of all their bookings.

6 ADDITIONAL COSTS

The hirer will be responsible for any cost that may be incurred by BNC as a consequence of the hirer's, their guests or contractors use of the Centre.

Additional costs will include but are not limited to:

- Cleaning fees (based on current salary/contract rates),
- Replacement of keys (\$15/key or card, \$150/lock cylinder),

- Unauthorised use of fire equipment or damage to electronic strike gates (cost of repairs/replacement),
- Securing the building (\$60/call out), loss of property from the Centre (cost of replacement),
- Damage to the Centre, equipment and/or grounds (cost of repairs/replacement),
- Reset Fire Panel (\$200)
- Emergency Services call out fee (\$850 as set by Fire Brigade)
- Administration charge (\$40 per hour)
- Breaches of Conditions of Use (based on costs incurred)

Above costs include GST

Additional costs will be deducted from the security bond. If the total costs, including GST, exceed this amount, an account for the outstanding costs will be sent to the hirer.

Further additional costs may be imposed on the hirer for functions identified as "high risk" (see Point 7) payable prior to the hire period and including, but not limited to double bond payment.

7 "HIGH RISK" ACTIVITIES

A request for hire may result in the booking being identified as "high risk" based on the type of activity and/or known history of similar activities at one of BNC's community facilities or at other venues, such as 18th/21st birthdays.

Any booking which is identified as "high risk" may be subject to additional costs as set out at the end of Point 6 above and/or other conditions such as the hirer being required to provide licensed security guards and/or Certified First Aid Officers for the duration of the function.

8 CANCELLATION

If the hirer cancels a booking, the deposit & any payment in excess of the deposit will only be refunded if the area booked is re-hired or at least one week is given. Payment of full cost will apply if insufficient notice (less than 1 wks) is given of cancellation.

BNC reserves the right to cancel any booking which falls on a government election day, or at any other time when the Centre is required for legal, statutory or civic requirements by BNC. If this happens, BNC will refund all payments, but will not be liable for any loss incurred by the hirer.

ACCESS AND USE OF HALL/ROOMS

9 COMMON AREAS

All groups have access to foyers, corridors and toilets on a shared basis. In some cases, hirers need to share kitchens. Hirers shall be respectful towards other users and shall not interfere or disturb their activities.

10 TIMBER FLOORS - RESTRICTED USE

All hall timber floors are sealed to allow for multi purpose use. Use of these halls for sports or heavy use activities, eg tap dancing is strictly prohibited. Use of powder or any substance to change the floor finish is strictly prohibited. Hirers are responsible for any damage to the timber floors as a result of inappropriate use.

11 CONDITION OF CENTRE AT START

It is expected that the Centre will be left in a condition suitable for immediate use at all times. Where the Centre is considered unsuitable for use on arrival, the hirer should immediately notify BNC. This will indemnify the hirer against any claim by BNC for loss of property or damage to the building or grounds.

12 AUDIO/VISUAL EQUIPMENT

No A/V equipment is available for hire at Bellambi Neighbourhood Centre..

13 AIR CONDITIONING

Some of the halls/rooms are air conditioned. The air conditioning is only turned on in halls/rooms when they are in use and in some centres the A/C control (on/off) is available to the hirer to use at their own discretion. To assist in minimising the impact on the environment by reducing energy use, hirers are asked to use A/C wisely and when in use minimise the times the doors to these hall/rooms are left open.

14 COURTYARDS AND GARDENS

Hirers are responsible for the use of enclosed courtyards and garden by their group and should ensure that all rubbish is removed and the area is left in a clean and tidy condition.

15 CATERING/KITCHEN

The preparation of food and beverages shall be confined to the kitchens. Grease and food scraps are not to be washed down the sink and should be wrapped and placed in the garbage bins provided. Caterers and others must leave the kitchens in a thoroughly clean condition.

The hire of the halls/rooms includes crockery and cutlery. Should additional crockery and/or cutlery be needed to that supplied in each Hall/Room, the hirer will be required to make arrangements for these additional items. Hirers must provide their own tea towels.

UNDER NO CIRCUMSTANCES IS FOOD OR DRINK TO BE LEFT IN THE FRIDGES OR FREEZERS

16 FURNITURE SET UP BY HIRER

At most centres the hirer is responsible for arranging set up/pack up of the furniture as required. At the end of the hire period the hirer is to return furniture to the original position it was found (unless advised by BNC otherwise).

The hirer is not to allow furniture or equipment to be removed from the Hall/Room or obtain furniture from other Halls/Rooms of the centre, unless approved by BNC.

In some of these centres, furniture set up and pack away can be arranged by BNC for an additional fee. If required, hirers should talk to the BNC Officer to see if this option is available at the Centre being hired.

17 FURNITURE SET UP BY BNC

At some centres, furniture set up can only be undertaken by BNC (and is included in the fees charged) and according to arrangements made at the time of making the booking. Plans of various standard furniture layouts (which provide for maximum numbers) may be provided at the time the booking is made.

18 CLEANING

Cleaning equipment is provided to all hirers and prior to leaving, any spillage of food, liquid or other material is to be removed by the hirer from all surfaces. Equipment and furniture is to be wiped over with a damp cloth if necessary. The floor is to be left clean. Fridges must be empty and clean. All cleaning equipment is to be left clean and ready for use by others. All goods, materials or property brought into the Centre must be removed by the end of the hire period. BNC does not accept responsibility for private property left in its Centres.

19 TOILETS

Hirers are responsible for the toilets used by their guests and these should be checked by the hirer and cleaned if necessary prior to leaving the premises.

20 RUBBISH REMOVAL

The hirer is responsible for removing garbage from the hall/room at the end of the hire period. Garbage is to be placed in the large waste containers at Centres or taken away by the hirer if full. Where relevant, hirers will be issued keys for direct access to these waste containers.

21 BUILDING DECORATIONS AND EQUIPMENT

No changes may be made to any area without the approval of BNC. No decorations or items can be hung from any area of the ceilings or walls without prior approval from BNC unless hooks are specifically provided for such.

Painting or marking any surface is strictly prohibited. No sticky tape, bluetac or similar product is to be used. Nothing is to be attached to the ceiling fans, emergency lights or other fixtures. All balloons/decorations must be removed from the premises at the completion of the function. Helium balloons must be secured at all times and removed from the premises at the completion of the function.

22 BURNERS, FOG/SMOKE MACHINES AND FIREWORKS

Under no circumstances shall there be any burners such as barbeques or spit roasts, fireworks, candles or other flammable materials allowed in any Hall/Room. **Fog or smoke machines are prohibited from the Centre.** Fireworks in the grounds are not permitted unless approved by BNC (a Development Application will be required for such). Hirers will be responsible of all costs incurred if the smoke/fire alarm is activated falsely due to negligence of misdemeanour by the hirer or persons under their control.

23 ELECTRICAL

The hirer is responsible for turning on and off any electrical items, except mini boils and fridges that, on arrival, are already on. Any electrical equipment or appliances brought into the Centre by the hirer or their contractor/service agent or guest must be tested and tagged by a licensed electrician or person qualified to tag and test.

SAFETY AND SECURITY

24 SAFE ACTIVITIES

BNC reserves the right to have the hirer undertake a risk assessment of any activity to be held during the period of hire and for the hirer to identify and implement treatments/methods that ensure the safety of all persons attending the activity and that there is no damage to the centre.

25 HIRER'S CONTRACTORS/SERVICE AGENTS

Hirers who obtain services (paid or unpaid) from others to assist with the booking (eg caterers, persons to set up, cleaners, technical specialists etc) are required to ensure all contractors/service agents:

- abide by these conditions of use;
- arrive and leave the premises within the approved period of the booking;
- provide the hirer with a risk assessment and safe work method statements (regular contractors/agents using the centre may already have completed such – ask the BNC Officer if this is the case);
- are inducted onto the site by BNC; and,

No booking can proceed without all of the above being undertaken and risk assessment and safe work methods being received by BNC prior to the hire period.

26 SECURITY ALARMS IN CENTRES WHERE FITTED

Motion detectors are located in most Halls/Rooms of these Centres. The alarm is only turned off in halls/rooms when they are in use. Some hirers will be responsible for turning alarms off at the beginning of the hire period and on when leaving. In such instances, the hirer is to ensure the building is fully secured prior to leaving as per the instructions provided separately.

Other hirers must ensure doors and windows are closed and locked before departing and if present advise the BNC Officer that you are leaving.

Hirers will be responsible for all costs incurred if the security alarm is activated falsely due to negligence or misdemeanour by the hirer or persons under their control.

27 KEYS/ ALARM CODES – AT CENTRES WHERE PROVIDED

Hirers responsible for opening, closing and security of the Centre will be issued with keys and, at Centres where there is a security alarm, an alarm code. These are issued on the following conditions:

- i) Keys are to be picked up and returned as documented on the Application for Hire form.
- ii) The signatory is fully responsible for the keys/alarm code and must ensure they are not given to any other group or person.
- iii) The keys are not to be labeled in any way with reference to the Centre.
- iv) If keys are not returned the hirer will be responsible for the cost involved in replacement. This may include the cost in having new keys cut for other user groups. See Point 6, Additional Costs.
- v) An additional bond is required if the keys are lost before the booking and a new set is required.
- vi) The BNC Officer is to be contacted immediately in the event of keys being lost or stolen.

28 EMERGENCY EVACUATIONS

In the case of an emergency, the hirer is responsible for arranging for all those attending the function to leave the building and to go to the nearest designated assembly area – as per the emergency evacuation plans provided in each Hall/Room.

The hirer should call 000 immediately after they have evacuated. The hirer is responsible for ensuring no person re-enters the building until the Emergency Services advises that it is safe to do so.

Hirers will be responsible for all costs incurred if an alarm is activated falsely due to negligence or misdemeanour by the hirer or persons under their control.

29 FIRE EXTINGUISHERS AND EQUIPMENT

Under no circumstances shall there be any interference with the fire fighting or other emergency equipment in the Centre except in the case of fire.

30 EXITS, AISLES AND PASSAGeways

All passageways, aisles and exits shall be kept clear and useable to ensure public safety. Covering or putting any item in front of illuminated exit signs is strictly prohibited.

31 CLOSURE OF DOORS AND/OR REFUSAL OF ADMISSION

For safety and security reasons BNC may at its discretion cause the entrance doors to the Centre to be closed and/or refuse admission to any person or terminate any function where there has been a breach of any of the Conditions of Use or the function has become disorderly.

REGULATIONS/ACTS/LAWS

32 LOSS OR DAMAGE

Subject to clause 34 the hirer will be held responsible for, and be required to make good, any loss or damage to property or furniture, appliances or fittings within their areas of hire and the common area (foyer, toilets and courtyards) that may arise from the hirer's, their guests or contractors unlawful or negligent act or omission during the period of hire of the Centre.

BNC accepts no responsibility for any loss or damage to any property whatsoever belonging to either the hirer or any other persons attending the function or the hirers contractors.

33 INDEMNIFICATION AND INSURANCE

The hirer shall at the times indemnify BNC and its servants from and against any loss or liability, whatsoever that is caused by any unlawful or negligent act or omission or breach of this contract by the hirer, their guest or contractors during the period of hire of the Centre. The hirer's liability to indemnify BNC will be reduced proportionally to the extent that such loss or liability was contributed to by an unlawful or negligent act or omission or breach of this contract by BNC and its servants.

All commercial or government bookings, bookings for political rallies, professional entertainment, gatherings of over 1,000 people and community organisations with their own liability insurance must supply a current copy of their liability insurance at the time of making the booking. Such insurance cover must be with an approved Australian authority.

It is strongly recommended that other hirers obtain suitable public liability insurance covering their activities for the period of hire.

34 LOST PROPERTY

Authorised BNC Officers are the only persons allowed to enter, examine and search the Centre for lost property. BNC accepts no responsibility for any items left in the centre. Any lost property recovered by any person is to be lodged with BNC.

35 ACTS AND REGULATIONS

The hirer shall comply with all relevant provisions of the Local Government Act, 1993, as amended, and any other Acts or regulations, such as but not limited to the Food Safety Act which may govern use of the Centre. Activities must not show bias against any ethnic group or breach State or Federal Legislation regarding discrimination, racial vilification or defamation. Activities should reflect community expectations and be in line with BNC's values. Applications for hire can be refused by the Centre Manager or delegate at their sole discretion.

36 WORK HEALTH & SAFETY ACT

The hirer shall comply with the WH&S Act at all times and the instructions that have been provided within each room.

37 ROOM OCCUPANCY NUMBERS

Hirers are responsible to ensure the number of people in the room/hall hired does not exceed that permissible and identified in the Application for Hire. There is a maximum of 100 people permitted on site for any external hirer.

38 CHILD PROTECTION LAWS

If your activity involves children up to 18 years of age you are legally required to comply with Child Protection Acts including conducting employment screening in line with this legislation.

39 ADVERTISING

No permanent advertising is allowed anywhere in the Centre or the grounds. Casual advertising is permitted on

boards provided for this purpose. BNC approval is required for the erection or hanging of any portable advertising signs including banners.

40 SUB-LETTING

Sub-letting of any part of the Centre is absolutely prohibited and will not be recognised under any circumstances.

41 SMOKING IN CENTRE

Smoking is not permitted in any part of the Centre or in any courtyard where signs indicate smoking is not permitted. Smoking is only permitted in designated smoking areas.

42 ALCOHOL IN CENTRE OR GROUNDS

Under no circumstances is alcohol to be consumed in the Centre Grounds.

43 ANIMALS IN CENTRE

No animals shall be allowed in the Centre except animals trained to assist people with disabilities, or if the BNC Officer grants special approval.

44 SALE OF MERCHANDISE

The sale of retail or wholesale products or any direct merchandising is not permitted in the Centre.

The Centre shall not be used for Auction Sales other than those conducted on behalf of the BNC.

45 DISORDERLY CONDUCT AND NOISE

Noise levels are to be kept to a minimum at all times to avoid disturbance to other groups and neighbouring properties. The hirer shall take all reasonable steps to prevent disorderly conduct in the Centre and grounds throughout the period of the hire and when leaving the centre.

Hirers are not permitted to bring sound amplification equipment into the building without approval from BNC.

The use of any sound amplification outside the Centre is strictly prohibited unless approved by BNC at the time the booking is made and conditions pertaining to such use will be issued separately.

The hirer shall comply with the requirements of the Protection of the Environment Operations (POEO) Act 1997 (Part 8.6, Section 276), that covers noise control.

46 DISPUTES

In the event of any dispute arising as to the meaning of any of these terms and conditions, or between the hirer and any representative of BNC, the decision of BNC or delegated representative shall be final.