

TERMS AND CONDITIONS OF HIRE

1. General Conditions of Use

It is the hirer's responsibility to ensure that the centre is safe and secure. For after-hours emergencies such as power failure, blocked plumbing etc. hirers are to phone Northern Beaches Council's 24-hour number 1300 434 434. An emergency call-out fee may be applicable if the call out is due to the hirer's actions.

The hirer undertakes that in connection with the use or occupation of the premises the hirer will not permit or suffer anything to be done which is disorderly, offensive, or illegal.

The hirer is responsible for the behaviour of all persons attending the premises at any time in connection with the hirer's booking.

It is the hirer's responsibility during the hire period to restrict access to the general public to the Mona Vale Creative Space - Gallery where applicable.

The hirer must be at least 18 years of age. Proof of age may be required. The hiring is personal and not transferable. The premises cannot be assigned or sub-let.

A casual hirer is required to be present at the premises for the duration of the period of hire i.e., during workshops and events etc.

Council does not take any responsibility for the loss or damage to the hirer's equipment, furniture, or personal possessions in the facility.

No animals are permitted in Council buildings, other than guide dogs or official animals of the NSW Police.

Mona Vale Creative Space - Gallery is multipurpose, and Council cannot guarantee a certain noise level. Noise may be generated from hirers' activities or customer service use in the shared building.

2. Hirer's Obligations

The hirer must advise Northern Beaches Council in writing the type of activity that is to take place in connection with the hirer's booking. The premises should only be used for the purpose shown on the completed application for hire and as agreed by Council. Usage of the venue will be permitted only for the part of the premises which is booked and where the fee has been paid.

The hirer must not make any changes, additions, building works to structure or grounds of the centres without prior written Council consent.

Working with Children: hirers conducting activities for children are bound by NSW Child Protection Legislation. Clubs and service providers are required to undertake Working with Children Checks and implement Prohibited Employment Declarations for all persons working directly with children. It is the responsibility of the hirer to ensure this process is followed.

The hirer is responsible for ensuring that children are always in the company of a responsible adult and that access is monitored in an appropriate manner, including drop off and pick up of children to activities at the Gallery.

3. Booking

The hirer must only enter/use the space(s) listed in their approved booking.

All new and additional bookings must be approved in writing prior to entry of the Mona Vale Creative Space - Gallery.

Response to telephone enquiries is usually within 48 business hours and all written correspondence is usually responded to within 10 business days.

Once payment is received, along with the application for hire and any required copies of insurances, the booking will be confirmed in writing by Council.

Mona Vale Creative Space - Gallery hire will be cancelled if the space is not being used appropriately e.g., not using the space as intended by Council's building guidelines.

If tickets are issued or sold to participate in an event/activity, then the maximum number of tickets issued must not exceed capacity of the venue booked.

4. Period of Hire

The booking period must include time for set up, pack up and cleaning within the times stated on the hire application form. Any exception to this is to be approved prior in writing by Council.

Early entry or failure to vacate the facility at the end of the hire period may incur a penalty fee of a minimum of 1 hour hire. There is a possibility of cancellation of ongoing/future bookings if hirers are found in a building with no booking.

Bookings for exhibitions are a minimum of 1 week unless written approval is given for exceptional circumstances.

Other activities such as workshops, meetings and talks are a minimum of 1 hour.

No discounts are given to set up and pack up time. All set up and pack up is charged at the approved hire rate.

5. Cancellation/Transfer of Bookings

Council reserves the right to refuse any confirmed booking or request, to cancel or relocate any hirer to another suitable centre if such action is considered necessary. Hirers may be asked to relinquish their booking because of a multi-day event, exhibition, maintenance etc., or to allow better use of all rooms within the centre. In such cases a minimum of 4 weeks' notice will be provided to the hirer.

On any reasonable ground, Council reserves the right to cancel bookings and storage access, these may include but are not limited; to emergency situations and adverse environmental / weather conditions. Council will, where reasonably possible, attempt to find the hirer alternate facilities. If the alternate facilities cannot be found or are not suitable, the booking fee will be refunded.

Regular hirers must provide at least 14 days written notice requesting cancellation, or otherwise pay the relevant hiring and administration fees in lieu of sufficient notice. Payment will be required for bookings where due notice is not given.

If a regular hirer does not use attend for more than two consecutive bookings, then Council has the right to review the allocation of the facility.

Any changes to booking information such as times, contacts, address for invoice etc. is required in writing as they are considered a modification of hire.

6. Termination of Agreement

Failure to comply with any of these conditions may result in your booking being cancelled by Council. Any breach of the terms and conditions including providing misleading or incorrect information on an application may result in immediate termination.

Council reserves the right to cancel any further bookings at its discretion if payment is not received before commencement of a casual booking.

7. Fees and Payments

Council reviews all fees and charges prior to 30 June each year to set the Schedule of Fees and Charges for the following financial year. Should a booking for the following financial year be confirmed before this review and before subsequent communication of an updated Schedule of Fees and Charges occurs, Council may increase the fees and charges payable by the Hirer to reflect an updated hire rate, which was not available at the time of confirmation.

Failure to make payment by the due date will incur a late fee per instance which is determined by Council and documented in the fees and charges. Ongoing late payments and debts may result in hire being cancelled. Fees for regular hirers are due 14 days from the date of the invoice. Casual hirers are required to pay before the event.

If an amendment is made to a booking which increases the regular hirer's usage for the period after the invoice has been paid, the additional fee may be paid at this time or can be included in the following period's invoice.

Where regular hirers have exclusive use of premises they may be required to pay for cleaning, electricity, telephone, or other utilities.

8. Emergency Procedures

The hirer must be aware, familiarise themselves with and observe the Emergency Evacuation Management Plan for the premises. Hirers are responsible for evacuating the premises in the case of an emergency.

The hirer must take direction from Council Officers in the case of an emergency when such officer is present.

The hirer must ensure that all exit doors and access to fire equipment are kept clear.

The hirer is responsible for ensuring that firefighting equipment is not discharged, used, or interfered with for any reason other than its designated purpose. Council must be notified as soon as possible if equipment has been used for any purpose.

Each centre/room has a maximum capacity, Council will advise upon request. It is the hirer's responsibility to understand the capacity of the Centre and familiarise itself with all equipment associated with the Centre. The capacity must not be exceeded.

9. Safety

Hirers are to always adhere to safe practices during their hire period.

Any accidents/near accidents should be reported to Council in writing, providing full particulars of the incident including the contact names, numbers and addresses of witnesses and the injured person.

All reasonable steps must be taken by the hirer to satisfy themselves that there is no reasonable risk of injury to any person participating in the hirer's activities.

Personal Protective Equipment is to be provided by the hirer and to be recommended to be used when appropriate. Hirers are to ensure class participants use proper PPE when required.

The Mona Vale Creative Space - Gallery is co-located with an active workplace, please take care when entering and exiting the Gallery. All hirers must remind participants/students not to linger in the customer service area adjacent to the Gallery during operational hours, due to the risk of crowding and disruption to Customer Service operations.

10. First Aid and Defibrillator

All hirers must supply their own First Aid Kits and ensure they have adequate training to perform First Aid if required. Groups are also to provide their own Defibrillators if necessary. First Aid Kits and Defibrillators must not be left on the premises unless locked away.

11. Equipment and Fittings

Hirers are responsible for setting up and packing away any furniture and equipment used during their hire period. All tables, chairs and other equipment are to be wiped clean by the hirer before being put away as per directed and/or instructed in the information pack. All furniture should be returned to the storeroom or left where originally found ensuring that all fire exits are always left clear. Items must be stored in a safe way allowing easy access or as instructed by the Arts and Culture team.

The hirer must not remove or permit the removal of, any furniture, equipment, or contents from the Centre without the written permission of Council.

All equipment belonging to the hirer shall be contained neatly within the agreed area and must not obstruct or hinder other users of the premises.

All electrical equipment brought in by hirers must display a current tag that the item has been tested and tagged by a qualified electrician. Any untagged items left in the Centre will be removed.

Council reserves the right to remove/replace furniture at the centre as it deems necessary. If the hirer requires additional furniture and equipment to that available, then it is the hirer's responsibility to organise.

It is the hirer's responsibility to ensure that all furniture and equipment brought in by the hirer is removed prior to the end of the hire period. Failure to remove furniture and equipment may result in Council removing it at cost to the hirer.

Council does not take any responsibility for the loss or damage to the hirer's equipment, furniture, or personal possessions. Council has the right to dispose any incorrectly stored items.

12. Damage/Loss of Property

It is the responsibility of the hirer to inspect the premises at the commencement of the hire period to ensure its condition is safe and fit for the purpose of the hire. Noticeable damage to the premises is to be reported to Council immediately, otherwise it will be assumed that this damage occurred during the booking. Any untidiness or issues with the premises prior to the booking must also be reported to Council.

The hirer must not place or use any substance on the floors, walls or other surfaces that would damage or alter the surface. The hirer may be responsible for any financial costs for repairs because of their actions.

The hirer must report immediately to Council any damaged or dangerous electrical fittings and ensure that steps are taken to prevent use of the same until repaired.

The hirer is responsible for the full cost of any damage caused to the premises, grounds, furniture, or fittings during the hirer's use of the premises, including scratches on floors caused by items being dragged across floor surfaces. Table and chair trolleys are to be used where available.

If the hirer's equipment is not stored away correctly Council is not responsible for any loss or damage and has the right to remove and dispose.

13. Alcohol

The sale, supply and/or consumption of alcohol to or by minors is prohibited in or on the grounds of the premises. The hirer must comply with the Liquor Act 2007 and all relevant legislation and control.

The service of alcohol must be approved in writing before the event.

14. Cleaning

Hirers are responsible for ensuring that the hired space is left clean and is ready for the next user. This includes wiping down benches, tables, and sinks; removing all items from the kitchenette, including in the fridge, artworks, and materials; mopping up spills and sweeping/mopping the floor. Any spillage on the floor should be cleaned immediately by the hirer to avoid the likelihood of injury, possible liability, and damage to the floor surface.

Rubbish is to be placed in bins provided. Bin liners are to be tied and full rubbish bags are to be placed in external bins. Should the exterior waste bins be full, the hirer is responsible for removing their waste or any overflow from the centre.

Hirers are required to bring their own cleaning materials, cleaning sponges, tea towels, and garbage bags for extra rubbish.

If additional cleaning is required after the hire period, the cleaning charge per hour will be charged. The cleaner is not responsible for tidying.

An extra charge for litter bins/rubbish collection per bin may apply if additional bins are required.

15. Storage

Council reserves the right to review the allocation of storage at any time.

Storage facilities are for storage of equipment that is used inside, not for equipment that is used for activities not related to Mona Vale Gallery hire.

If the hirer who has been assigned storage decides to share the area, then it is at the hirer's risk. Council is not responsible for any loss or damage.

16. Noise Control

Noise generated by music and/or human activities (shouting, vehicles etc.) must be kept to an acceptable level and not cause an annoyance to neighbouring premises and customer service users. Any music played must be kept to a reasonable level to avoid disruption to any other hirers or users at the premises. Failure to reduce noise levels at the request of either a Council official or the police will result in the activity being stopped and any future bookings cancelled.

All music or amplified sound must cease at 10pm unless advised of an earlier time for specific centres or for any reason. All hirers must follow the Protection of the Environment Operations (Noise Control) Regulation 2017.

17. Keyless entry

Building access will be granted through Customer Service during operating hours 8.30am-5pm. Access outside of these hours will require a staff member present and will incur an additional fee.

18. Advertising

Promotion of activities may be carried out by Council across relevant platforms. It is the responsibility of the hirer to promote and advertise their own activities and services. All promotion of activities provided by the Council is subject to continuous review and is not guaranteed.

Temporary banners and signage can only be erected by the hirer during the hire period or with the prior approval of Council. Hirers are not to erect or display any sign or notice on the premises

without the prior written consent of the Council. Permanent individual signs at the Centre, advertising user groups are not permitted. Any illegal signage found will be disposed of.

19. Use of walls

The hirer must take special care when using the walls to display work. Removable adhesives may be used but must be removed at end of hire period. Nails, screws, or any other fastenings must not be driven into or attached in any way to the walls, floors, timberwork, furniture, or fittings. Confetti, glitter, or similar products are not permitted in the Centre. The hirer is liable to Council for full restoration, cleaning, and repair costs in connection with any damage resulting from this action.

In accordance to Council's [Single Use Plastic Policy](#) and [Waste Minimisation for Functions and Events Approved by Council Policy](#), please refrain from using balloons. Hirers may also be supplied a ['Swap this for that'](#) brochure to assist in avoiding single use plastics.

20. Prohibited Items

Open flames, fireworks, flammable, or combustible liquids, toxic or corrosive chemicals of any kind, kerosene or spirit-type lamps are not permitted.

Smoking is not permitted on the premises, including the surrounding grounds.

21. Miscellaneous

The hirer must comply with all relevant legislation, regulation, and controls. Including but not limited to public health, sale and supply of liquor and copyright (including music).

The Charitable Fundraising Act 1991 requires that an organisation intending to fundraise for charitable purposes must hold a license/approval to fundraise. All fundraisers must supply a letter from the charity with permission to fundraise on behalf of the charity.

Council may request hirers to supply protective material on/under equipment to prevent floor damage.

If music or music videos are played, performed, copied, or recorded in centres by hirers it is the responsibility of the hirer to obtain the relevant licences and comply with all copyright requirements.

22. Public Liability and Indemnity

A current Public Liability Insurance certificate must be supplied for high-risk activities, events that are a commercial activity by a registered business or as otherwise requested in writing by Council.

Casual and regular hirers who are, clubs, associations, organisations, corporations, incorporated bodies and persons or groups of persons who are hiring Mona Vale Creative Space - Gallery for commercial or profit-making purposes must hold or obtain Public Liability Insurance.

Hirers who are NOT, clubs, associations, corporations, or incorporated bodies hiring the Mona Vale Creative Space - Gallery for non-commercial or non-profit making purposes can be covered under Council's Casual Hirer's Liability Insurance-

The following casual hirers are NOT covered by Council's insurance cover: Hirers who undertake high risk activities or sell high risk products e.g., children's items, electrical items etc.

Council recommends Public Liability Insurance of at least \$20M for all hirers not covered by Council's insurance.

A certificate of currency for the hirer's insurance must be submitted to Council before approval is given.

The hirer is responsible for ensuring any service provider or contractor they engage has public liability insurance for a minimum of \$20M.

The hirer is not to void the insurance at any time during the hire period. It is the hirer's responsibility to ensure that they renew their public liability insurance on time with no lapsed time.

The hirer must effect and maintain workers' compensation insurance if required by (and, if so, in accordance with) relevant laws.

The hirer must immediately notify Council of any occurrence that may give rise to a claim under either or both of those insurance policies and thereafter keep Council informed of developments concerning the claim.

Casual and regular hirers indemnify Council from and against all actions, suits, claims, demands and costs, charges, damages, and expenses for which the Council may become liable for or in respect of the death or personal injury or damage to or loss of property, which may arise from the use of the premises. The hirer will occupy and/or use the Centre at his/her own risk.

The Parties to this Agreement expressly agree this Agreement is not to be construed or interpreted as either a lease or a licence.

23. Sale of Merchandise and Artworks

Arts/creative exhibitions/pop-ups are permitted to sell items. Council will **not** take a commission on items/artworks sold.

The hirer is responsible for managing and processing sales of their work. Hirers also acknowledge that the security of their artwork/merchandise while on display (including when they are not present) is at their own risk.

All hire is subject to approval.

24. Exhibition minding

An exhibiting hirer can choose to have their exhibition opened each day/selected days by the collocated Customer Service staff. However, Council does not take any responsibility in the security of the work on display. Hirers acknowledge and agree if they choose to not be present and mind their exhibition they do this at their own risk.

25. Glossary

Fees & Charges Definitions

Council's Arts and Culture fees & charges are designed to be affordable and flexible for a wide range of community use.

Fee	Definition
Hire Fee	For private hire or where a fee is charged by an individual or business for the purposes of holding the proceeds for gain.

Term	Definition
Regular Hirer	Regular pattern of hire, reviewed annually on a calendar year basis.
Casual Hirer	One off hire or infrequent pattern of hire.
Gallery	Exhibition space allocated for the display of artwork.

