

CREATIVE SPACES

TERMS AND CONDITIONS OF HIRE

The Terms and Conditions of Hire should be read in full as your agreement on the application form and your payment on the invoice commits you and your organisation to accept and honour each condition.

Failure to comply with any of these conditions will result in your booking being cancelled by Council.

Breaches of the terms and conditions including providing misleading or incorrect information on applications may result in termination of the hire.

YOUR BOOKING IS NOT CONFIRMED UNTIL AN APPLICATION HAS BEEN SUBMITTED AND APPROVED BY COUNCIL.

1. GENERAL CONDITIONS OF USE

- a) The Hirer must be at least 18 years of age. You may be required to supply photo ID.
- b) The person who makes the venue booking is required to be at the premises or nominate a representative 18 years or older for the duration of the opening hours.
- c) The venue is not staffed by Council, and it is the Hirer's responsibility to supervise their own booking.
- d) The stated building capacity advised during the venue induction must not be exceeded at any time.
- e) The hiring is personal to the Hirer. It cannot be assigned in whole or in part. This means that you cannot impart your responsibilities on to other parties or sub-hire to others without approval from the Arts and Culture team. Group bookings can be made but should be declared at the time of application. All members of the group are required to agree to the Terms and Conditions of Hire.
- f) It is by the Hirer's own arrangement that any money transfer or selling takes place on the premises; Council does not take any responsibility.
- g) Cash or valuables should not be held on the premises, and it is recommended a cashless system be used to take payments from the sale of works.
- h) Council does not take any commission for the sale of any works/goods.
- i) The Hirer must notify the Police immediately if there is any trouble with uninvited guests and report any undesirable or illegal activities that take place in or outside the venue for the hire period.

- j) The Hirer must not make any changes / additions or undertake any building works to the structure or grounds of the venue without prior written Council consent. This includes the use of nails and screws on the walls.
- k) It is the responsibility of the Hirer to ensure the health and safety of all persons in attendance.
- l) It is the responsibility of the Hirer to inspect the venue premises throughout the hire period to ensure its condition is safe and fit for the purpose of the hire. Any issues should be reported to Council as soon as possible.
- m) The Hirer must not remove or permit the removal of any furniture, equipment, or contents from the venue without the permission of Council.
- n) The Hirer must not use the premises for any activity which may pollute the environment.
- o) No animals are permitted in Council premises, other than guide dogs for the visually impaired or registered companion animals and official animals of the NSW Police.
- p) The Hirer must always respect the other users of the premises. Studio space Hirers have access via the venue to their studio, kitchen, and bathrooms within the permitted usage hours.
- q) Council can enter the venue if required for general maintenance and inspections at any time without notice.
- r) In consultation with the Hirer, Council may request to hold workshops or meetings at the venue during their hire period.
- s) Facility must be always kept in a clean and tidy state and comply with Work, Health, and Safety regulations.
- t) Hirers conducting activities for children are bound by NSW Child Protection Legislation and are required to undertake 'Working with Children Checks' for all persons working directly with children. It is the responsibility of the Hirer to ensure this process is followed.
- u) Council's Child Safeguarding Policy requires regular hirer's conducting activities for children and young people aged under 18 years of age to complete and adopt their own 'Child Safe Policy' (<https://www.kidsguardian.nsw.gov.au/child-safeorganisations/training-and-resources/child-safe-resources/child-safe-policy>).
- v) 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 venue.

2. PERIOD OF HIRE

- a) Bookings are for a minimum of 3 hours and a maximum of 4 weeks, unless by other arrangement with Council.
- b) The venue is available only from the booked commencement time of hire. Hirers must allow bump in and out time, including cleaning in the hire period stated on the hire application form.
- c) Hours of use are between 7am and 11pm daily unless advised otherwise by Council. Please be considerate of neighbours when entering and leaving the premises.

3. PUBLIC LIABILITY INSURANCE AND INDEMNITY

- a) Council requires hirers to provide public liability insurance of a minimum of \$20 million for all bookings.
- b) Council maintains a public liability insurance policy which may provide coverage to Hirers in certain circumstances. Details are available on request.
- c) It is the Hirer's responsibility to ensure that artworks/ goods are suitably insured. Council's insurance does not extend to artworks/goods.

4. FEES AND PAYMENT

- a) Fees and charges for all facilities are always determined annually by Council. For a full list of current fees and charges visit www.northernbeaches.nsw.gov.au.
- b) Accepted methods of payment include credit card and EFTPOS payments in person or credit card payment over the telephone. Please do not send credit card information to the booking officers or any other Council employee by email or fax.
- c) An emergency call out fee may be applicable if the call out is due to the Hirer's actions.
- d) If additional cleaning is required, the cleaning charge per hour per cleaner will be charged. The cleaner is not responsible for daily tidying.
- e) Hirers are required to clean the venue and return it to its original state within the allocated booking time only. If additional cleaning is required Hirers are responsible for the full cost. In the event of a dispute as to whether additional cleaning is required, the decision of Council will prevail.

5. CANCELLATION INFORMATION

- a) Hirers must give the Arts and Cultural Development Officer 14 full days written notice of cancellation otherwise the applicable cancellation fee will apply. Cancellation between 3-14 days of the event will incur a cancellation fee of 50% of venue hire. Cancellation of 2 days or less of the event will incur a cancellation fee of 100% of venue hire.
- b) Council reserves the right to cancel bookings where circumstances so warrant. These may include, but are not limited to, emergency situations and adverse

environmental / weather conditions, major renovations or for Council use. Council will attempt to provide the Hirer alternate facilities. If the alternate offerings are not suitable the booking fee will be refunded.

6. BOOKINGS

- a) Hirers must state precisely the type of activity to take place and use the premises for that purpose.
- b) Bookings can be made up to 12 months prior to the commencement of the venue hire.
- c) The Arts and Cultural Development Officer should be informed immediately in writing of any changes to booking information such as times, contacts, address for invoice etc.

7. KEYS AND ACCESS

- a) Keys may only be collected within 14 business days of the hire period commencing. Contact the Arts & Culture Development Officer to organise the key collection.
- b) The keys must be returned after completion of the hire period by the next working day during business hours unless alternative arrangements are agreed upon.
- c) Security keys are not permitted to be copied. If additional keys are required, the Hirer must contact the Arts & Culture Development Officer.
- d) The key issue fee will be charged for additional keys and replacement.

8. PROHIBITED ITEMS

- a) Use of resins, epoxies, oil paints, solvents, enamels, aerosols i.e. fixatives, spray paint are not permitted on the premises unless written consent is provided by Council in advance of the hire period.
- b) All materials must be correctly disposed of in an environmentally acceptable manner.
- c) Barbeques, open flames, and fireworks are not permitted.
- d) Candles may only be used if secured in a suitable stand that minimises risk and prevents wax from dripping on tables or floors.
- e) Total Fire Bans must be observed in the surrounding grounds of the venue when in force.

9. EMERGENCIES

- a) If an emergency arises after hours, such as a power failure, blocked plumbing, etc, please phone Council's 24 hour number 1300 434 434.
- b) If an after-hours call-out is made to Council for a matter other than an emergency or the issue has arisen from the Hirer's actions, the Hirer may be charged the emergency call out fee. For emergencies call 000 first.

10. SAFETY AND ACCIDENTS

- a) The Hirer must familiarise themselves with the emergency exits, fire extinguishers, fire hoses and facility evacuation procedures in case of an emergency.
- b) The Hirer must ensure that all exit doors and access to fire equipment are kept clear.
- c) The Hirer should fully familiarise themselves with any safety information provided by Council.
- d) The Hirer must not place any substance on the floors that would alter or damage the surface.
- e) The Hirer is responsible for ensuring that fire 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.
- f) The Hirer must provide their own first aid kit.

11. FURNITURE AND EQUIPMENT

- a) Hirers are responsible for setting up, cleaning, and packing away any furniture and equipment used during their hire period. All furniture should be returned to the store location or left where it is found ensuring that all fire exits are left clear at all times.
- b) Furniture and equipment in the venue is an approximate number only and may vary. Council reserves the right to remove / replace as it deems necessary. If the Hirer requires additional furniture and equipment to those available then it is the Hirer's responsibility to organise.
- c) Furniture and equipment must be carried, not dragged on the floor.
- d) All electrical equipment brought in by Hirers must be tested and tagged by a qualified electrician. This is a Council regulation and any items left in the venue untagged will be removed.
- e) It is the Hirer's responsibility to ensure that all furniture and equipment brought in externally for a function/ activity is removed prior to the end of the hire period. Failure to remove such equipment may result in the levying of a further fee.
- f) If equipment, furniture, or art are left at the venue after the hire period, Council reserves the right to remove, and if not claimed, to dispose of left items.

12. CLEANING AND VACATING THE VENUE

- a) Hirers are required to bring their own cleaning materials, sponges, tea towels and garbage bags for extra rubbish.
- b) Hirers are responsible for ensuring that the hired space is left clean and ready for the next user. This includes wiping down benches, tables, and sinks, removing all personal equipment and food, mopping up spills and sweeping / static mopping the floor.

- c) Council equipment in the venue such as gallery hooks and cables, moveable walls and plinths may be left in place for the next Hirer, unless otherwise arranged by Council.
- d) 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 venue.

13. BANNERS AND SIGNS

- a) Signage is not permitted on the premises unless consent is provided by Council.

14. BUILDING SECURITY

Before leaving the premises, the Hirer must:

- a) Turn off all lights (including in the toilets), heaters, cooking appliances etc.
- b) Check that all doors and windows are locked including the toilets. If you leave it is your responsibility to ensure that the venue is secure. If you have problems locking the building, telephone the Arts and Culture team during business hours or 1300 434 434 after hours.

15. DAMAGE / BREAKAGES / LOSS OF PROPERTY

- a) The Hirer is responsible for the full replacement cost of any damage or breakages to the building, its fittings, contents and grounds that take place within their hire period. Any damage must be immediately reported to the Arts & Cultural Development Officer.
- b) The Hirer is responsible for **reporting** any damages, breakages to the building, its fittings, contents and grounds which exist at the commencement of the hire period.
- c) The Hirer is responsible for reporting health and safety hazards.
- d) Council does not accept responsibility for the loss or damage of Hirer's property. Any equipment, property or artwork left in the venue, is left at the Hirer's own risk.
- e) Any Hirer equipment or furniture not collected by the Hirer from the venue after the hire period may be disposed of by Council.

16. PARKING

- a) The Hirer should ensure that no vehicle obstructs access in any way, or contravenes any restricted parking signs.
- b) Hirers are advised not to leave valuables in vehicles.

17. SMOKE-FREE ENVIRONMENT

- a) Council policy prohibits smoking in all Council facilities or within 10 metres of entrances. The Hirer is responsible for ensuring that this policy is adhered to.

18. ALCOHOL

- a) Permission is granted for the consumption of alcohol by those over 18. Hirers are reminded of their legal obligation to ensure that liquor is not consumed by those under 18 years of age, and their obligations under the Responsible Service of Alcohol laws.
- b) Alcohol is permitted to be sold at the venue with the appropriate liquor licence.

19. NOISE, NEIGHBOURS AND MUSIC

- a) Please always consider the interests of the venue's neighbours. Activities at the venue should not overly impact on residents or other users.
- b) Sound levels must be always kept to an acceptable level. Failure to reduce sound levels at the request of either a Council official or the police will result in the function being stopped.
- c) If commercial recorded music is used in the venue, it is the responsibility of the Hirer to comply with all copyright and APRA requirements.
- d) All music or amplified sound must comply with environment regulations.

20. MARKETING AND ADVERTISING

- a) It is the primary responsibility of the Hirer to promote and advertise their activities and services, including through Council's What's On calendar. All promotion activities provided by the Council are subject to continuous review, and changes will be made as and when necessary.

Please retain a copy of the Creative Spaces Terms and Conditions of Hire for your records.

Last updated: October 2024

Next review date: October 2025