



CONDITIONS OF USE & GENERAL INFORMATION

Our Community Project's Board is pleased to provide this community facility for use by the general community for functions, activities and meetings. The Management Board entrusts to the hirers the care and safety of this hall and persons using them. To assist hirers with this and to ensure everyone enjoys the use of this Hall. The Management Board has established conditions of use as outlined in this document.

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

The Booking Officer is onsite on Wednesday between 9am to 3pm. Please email admin@ocp.org.au or call 4276 3433. For emergencies phone 0413 260 441.

These Conditions of Use are for: Port Kembla Community Centre

Community Hall

Seating Capacity: 60 Table Seating

In the kitchen: Fridge, Stove, Microwave

Not Available: Telephone, First Aid Kit. PA

Workshop

Seating Capacity: 60 Table Seating

In the Kitchen: External access to kitchen facility

Table Size: 1800mm x 750mm; seats 6/8 persons

DEFINITIONS THROUGHOUT THESE CONDITIONS, THE TERMS:

'The Management Board' means Our Community Project

'Hall' means the building.

'Hall Grounds' means the public land upon which the halls are 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 Hall security, safety of guests and supervising all activities during the hire period. This Hall is available for use on Christmas Day, Good Friday or New Year's Eve. The Board 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. The Management Board reserves the right to restrict the number of bookings any one organisation can have in any given period of time at the discretion of The Management Board. 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 outside the approved hire period. The Hall can only be hired till 1.30am.

4 HIRE FEES

The Hall will be available for hire at the fee levels stated in The Management Board'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 The Management Board as a consequence of the hirer's, their guests or contractors use of the Hall.

Additional costs will include but are not limited to:

- Cleaning fees (based on current salary/contract rates),
- Replacement of keys (\$50 each, \$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 Hall (cost of replacement),
- Damage to the Hall, equipment and/or grounds (cost of repairs/replacement),
- Reset Fire Panel (\$200)
- Emergency Services call out fee (\$1,387.50 as set by Fire Brigade)
- Administration charge (\$40 per hour)
- Breaches of Conditions of Use (based on costs incurred)
- Cancellation of booked attendants and/or equipment - at cost.

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 this facility or at other venues, such as 18th/21st birthdays or any function where alcohol is being served.

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.

The Management Board will notify the police party line of any "high risk" activity that is booked.

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 month's notice is given. Payment of full cost, including the cost of attendants and /or equipment, will apply if insufficient notice (less than 4 wks) is given of cancellation.

Licensees must give at least one month's notice of booking changes or cancellations to avoid these hours contributing to their allocated hours.

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

ACCESS AND USE OF HALL/ROOMS

9 FLOORING - RESTRICTED USE

The hall floors are to allow for multi purpose use. Use of this hall 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 flooring as a result of inappropriate use.

10 RESTRICTED USE

Activities of a rowdy or unruly nature are not permitted within this facility or its grounds.

11 CONDITION OF HALL AT START

It is expected that the Hall will be left in a condition suitable for immediate use at all times. Where the Hall is considered unsuitable for use on arrival, the hirer should immediately notify The Management Board (0433 834 672 or 4276 3433 (BH)). This will indemnify the hirer against any claim by The Management for loss of property or damage to the building or grounds.

12 LIGHTING & AUDIO/VISUAL EQUIPMENT

No audio/visual equipment is supplied on site. Any audio/visual equipment wanting to be brought onto site must have Management Board approval at time of booking. All electrical equipment must be tagged and tested. All sound amplification to cease by 10pm.

13 CATERING/KITCHEN

The preparation of food and beverages shall be confined to the kitchen. 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 kitchen in a thoroughly clean condition.

The hire of the hall includes crockery and cutlery. Should additional crockery and/or cutlery be needed to that supplied, 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

14 FURNITURE SET UP BY HIRER

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 The Management Board otherwise).

The hirer is not to allow furniture or equipment to be removed from the Hall or obtain furniture from the meeting room, unless approved by The Management Board.

15 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 Hall must be removed by the end of the hire period. The Management Board does not accept responsibility for private property left in this Hall.

16 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.

17 RUBBISH REMOVAL

The hirer is responsible for removing garbage from the hall at the end of the hire period. Garbage is to be placed in the waste containers at the front Hall or taken away by the hirer if not provided or full. Hirers will be issued keys for direct access to these waste containers. Under no circumstances is food or drink to be left in the fridge or freezer.

18 BUILDING DECORATIONS AND EQUIPMENT

No changes may be made to any area without the approval of The Management Board. No decorations or items can be hung from any area of the ceilings or walls without prior approval from The Management Board 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.

19 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. **Fog or smoke machines are prohibited in this Hall.** Fireworks in the grounds are not permitted unless approved by Council (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 or misdemeanour by the hirer or persons under their control.

20 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 Hall 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. Power outlets do not have childproof covers installed. Hirers are required to undertake a risk assessment to determine whether it is necessary to supply and install child proof power outlet covers. These covers must be removed at the end of the activity.

SAFETY AND SECURITY

21 SAFE ACTIVITIES

The Management Board 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.

22 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 Booking Officer if this is the case);
- are inducted onto the site by the Booking Officer; and,

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

23 SECURITY ALARMS

There are no motion detectors in the hall and no alarm system.

All hirers must ensure doors and windows are closed and locked before departing and if present advise the Management Board that you are leaving.

24 KEYS/ALARM CODES

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 Management Board is to be contacted immediately in the event of keys being lost or stolen.

25 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 throughout the Hall.

This facility is fitted with smoke detectors which are electronically connected. In the case of fire a siren will sound and the Fire Brigade will be contacted automatically and will respond immediately. However hirer should still call 000 immediately after they have evacuated. At centres where there are no smoke detectors, the hirer is to telephone 000 immediately after evacuation.

The hirer is responsible for ensuring no person re-enters the building until the Emergency Services advise that it is safe to do so.

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

26 EMERGENCY FIRE GATES – AT CENTRES WHERE FITTED

These are located in each courtyard at some Centres, there is no general access through these gates. In an emergency these gates open automatically. The hirer is responsible for ensuring there is no access through these gates except during an emergency evacuation. See Point 6 Additional Costs.

27 FIRE EXTINGUISHERS AND EQUIPMENT

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

28 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.

29 CLOSURE OF DOORS AND/OR REFUSAL OF ADMISSION

For safety and security reasons The Management Board may at its discretion cause the entrance doors to the Hall 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.

30 SUPERVISION OF CHILDREN

Children must be supervised by an adult at all times.

REGULATIONS/ACTS/LAWS

31 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 Hall.

The Management Board 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 hirer's contractors.

32 INDEMNIFICATION AND INSURANCE

The hirer shall at the times indemnify The Management Board & Council 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 Hall. The hirer's liability to indemnify The Management Board & Council 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 The Management Board 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.

33 LOST PROPERTY

Authorised Management Board are the only persons allowed to enter, examine and search the Hall for lost property. The Management Board accepts no responsibility for any items left in the Hall. Any lost property recovered by any person is to be lodged with The Management Board.

34 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 Hall. 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 inline with Council's values. Applications for hire can be refused by the Management Board or delegate at their sole discretion.

35 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.

36 ROOM OCCUPANCY NUMBERS

Hirers are responsible to ensure the number of people in the hall hired does not exceed that permissible and identified in the Application for Hire.

37 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.

38 ADVERTISING

No permanent advertising is allowed anywhere in the Hall or the grounds. Casual advertising is permitted on boards provided for this purpose. The Management Board's approval is required for the erection or hanging of any portable advertising signs including banners.

39 SUB-LETTING

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

40 SMOKING IN HALL

Smoking is not permitted in any part of the Hall or in any courtyard where signs indicate smoking is not permitted.

41 ALCOHOL IN HALL OR GROUNDS

If alcoholic liquor is being sold during a hire period the hirer must obtain and show proof of the appropriate Liquor License, a Liquor-Limited Licence (Single Function). Hirers can apply on line at www.licence.nsw.gov.au . Applications are to be submitted on line at least 28 days before the date of the function. Police and local councils responsible for the area where the function premises are located will be notified of the application by email. Functions where alcohol is to be sold can only proceed if the license has been issued and proof of this is presented to The Management Board.

If the activity involves the consumption of alcohol, The Management Board reserves the right to notify the Police Licensing Unit of the activity, and hirers must abide by the responsible service and consumption of alcohol legislation.

A person must not supply alcohol to a minor unless the person is the minor's parent or guardian. Sale or supply of liquor to a person under the age of 18 years is an offence A person can avoid a penalty if he/she proves that he/she was authorised to supply the alcohol by the minor's parent or guardian.

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

42 ANIMALS IN HALL

No animals shall be allowed in the Hall except animals trained to assist people with disabilities, or if the Management Board grants special approval.

43 SALE OF MERCHANDISE

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

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

44 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 Hall and grounds throughout the period of the hire and when leaving the hall.

Hirers are not permitted to bring sound amplification equipment into this Hall without approval from The Management Board.

The use of any sound amplification outside the Hall is strictly prohibited unless approved by The Management Board at the time the booking is made and conditions pertaining to such use will be issued separately. All sound amplification must cease by 10pm.

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.

45 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 The Management Board, the decision of The Management Board or delegated representative shall be final

Updated: June 2020