



OTFORD COMMUNITY HALL Hirer Information & Conditions of Use

Otford Community Hall is a multipurpose space, available to individuals and groups for the purpose of providing community support, educational, social, environmental, arts and cultural activities. It is managed on behalf of Wollongong City Council by Otford Community Incorporated, a not-for-profit, volunteer run organisation established for the social advancement of the residents of Otford and the protection of its natural and built environment.

The Hall is situated at 121 Otford Rd, Otford, just north of the railway bridge. Public transport options include Otford train station which is a 3 minute walk along Lady Carrington Rd or by bus through Premiere Illawarra.

Hirers are entrusted with the care and safety of this valued community resource and the people who use it. The following Conditions of Use have been developed to assist hirers in the achievement of this aim.

Please do not hesitate to ask our Booking Officer for any further information.

Phone: **0487 854 439**

Email: [**book.otford.hall@gmail.com**](mailto:book.otford.hall@gmail.com)

DEFINITIONS

The “Hall” means Otford Community Hall.

“Buildings” means the Otford Community Hall and toilet block.

“Grounds” means the public land on which the Hall is located and includes the tennis court and playground.

“Council” means Wollongong City Council.

“Hirer” means the person who signs the application for hire.

BOOKINGS AND FEES

1. Facility Information and Inclusions

The Hall measures 8.4m by 7.5m, a total building area of 63sqm. A separate, non-accessible amenities block is available just outside the Hall with one unisex toilet. The Hall includes a small kitchenette and has limited storage space. Two tables and 30 chairs are available for use.

There is no accessible path of travel from the street to the Hall or amenities block. Parking is on-street. There is no accessible parking provision or telephone on site.

We encourage all Hirers to arrange a site visit prior to making a booking request to ensure that the Hall meets their needs.

2. Hours of Use

The Hall is available 8am to 10pm, 7 days per week including Public Holidays. Hiring times must include any time required for setting up, packing up or cleaning etc. The Hirer is not permitted access to the Hall outside of the approved hire period.

3. 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 Booking Officer can refuse any application to hire at their sole discretion if they determine the application would not meet these Conditions of Hire.

4. “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 such as 18th and 21st birthdays or any function where alcohol is being served.

Any booking identified as “High Risk” may be subject to additional costs and/or other conditions such as the Hirer being required to provide licensed security guards, for alcohol to be served by individuals holding a current Responsible Service of Alcohol (RSA) certificate and/or for individuals with a current First Aid certificate to be on duty for the duration of the event.

The Booking Officer will notify Police of any “High Risk” activity that is booked.

5. Regular Bookings

Regular bookings are taken on an annual basis for the next calendar year and, where necessary, a booking may be cancelled or altered by management to accommodate infrequent use of the venue. Hire on Friday or Saturday evenings (after 5pm) is restricted to two consecutive weeks unless a further application has been approved. We reserve the right to restrict the number of bookings any one organisation can have in any given period at the discretion of the Booking Officer. This can be reviewed at any time to ensure ongoing access and equity for all. Fees for regular bookings must be kept 2 weeks in advance at all times.

6. Hire Fees

Fees and charges are reviewed in May of each year. The schedule to 30 June 2019 is set out below:

Hirer type	Hourly rates (Min 2 hour booking) \$	Day rate = 6 x hourly rate \$	Week rate = 5 x day rate \$	Security/cleaning bond \$	Insurance cover per event/day if required \$	Key bond \$
Not-for-profit volunteer group	5	30	150	100	10	20
Private Function	20	180	900	200	40	20
Other	10	60	300	100	20	20

7. Deposit and Bonds

A deposit of 50% of the hire fee is required at least 7 days before the hire date to confirm the booking.

A security/cleaning bond is required for all bookings. This bond will be refunded, less any costs incurred, within 3 weeks from the date of hire. Regular bookings will incur a one-off bond redeemable at the end of their last approved booking. A double bond payment is required for "High Risk" activities (see section 3).

A key bond will also be payable in cash on collection of each key provided. This will be refunded in cash on return of the key/s at the end of the booking.

8. Charges

Where a not-for-profit group or individual does not have the required Public Liability Insurance in place, Otford Community Inc can provide Ad Hoc Insurance cover for a fee.

Where access is sought to a limited area e.g. just the toilet or just the tennis court lighting, Otford Community Inc is able to provide these services for a fee.

Additional services including tea and coffee, storage or cleaning can also be provided for a fee. Please ask the Booking Officer for more information. No GST is payable on any fees and charges.

9. Payments

The full invoiced amount must be paid before keys can be collected. If the full fee is not paid, the booking will be cancelled. Payments can be made in person at a Westpac Bank or by EFT to:

Name: Otford Community Incorporated
BSB: 032-023
Account: 306324

10. Waiver

Hirers providing free services to the community may request for fees to be reduced or waived as part of their application process. Otford Community Inc reserves the right to reject any such request based on community benefit and financial cost.

11. Additional Costs

The Hirer will be responsible for any cost that may be incurred as a consequence of the activities of the Hirer, their staff, volunteers, guests or contractors. Additional costs will include but are not limited to:

- Cleaning fees (based on current contract rates)
- Replacement of keys (\$15/key, \$150/lock cylinder)
- Unauthorised use of fire equipment (cost of replacement)
- Securing the building (\$60/call out)
- Loss of property from the Centre (cost of replacement)
- Damage to the Buildings, equipment or Grounds (cost of repairs/replacement)
- Emergency services call out fee (\$550 as set by Fire Brigade)
- Administration charge (\$40 per hour)
- Breaches of Conditions of Use (based on costs incurred)

Additional costs will be deducted from the security bond. If the total costs exceed the Bond provided, an account for the outstanding amount will be sent to the Hirer. In addition to double bond, further additional costs may be imposed on the Hirer for functions identified as “High Risk” (see section 3). Such costs are payable prior to collection of the keys.

12. Cancellation

Where a Hirer cancels a booking prior to commencement, the deposit and any payment in excess of the deposit can only be refunded if the Hall is re-hired or at least 4 weeks notice is given.

The Hirer must give at least 4 weeks notice of booking changes or cancellations to avoid hours contributing to their allocated hours. Payment of all costs (hire fees and charges) will apply if less than 4 weeks notice is given for any cancellations.

Council 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 Council. If this happens, Otford Community Inc will refund any related payments, but will not be liable for any loss incurred by the Hirer.

ACCESS AND USE OF HALL

13. Condition

All Hirers are expected to leave the Buildings and Grounds in a condition suitable for immediate use at all times. Hirers should immediately notify the Booking Officer on **0487 854 439** if the venue is considered unsuitable for use on arrival. Sending photographic evidence prior to commencement of the condition of the venue will indemnify the Hirer against any claim for loss of property or damage to the Buildings or Grounds.

14. Lighting and Audio/Visual Equipment

Sound amplification equipment may be brought into the building with approval. Sound must be maintained at a level which will avoid disturbance to neighbouring properties and all electronic equipment must be appropriately tested and tagged.

15. Resource Management

A heater and fan are provided for your comfort. No other heating/cooling equipment is to be brought into the building. To assist in minimising any impact on the environment, Hirers are asked to use heating and cooling equipment wisely and to use passive features such as opening/closing the windows and door to reduce energy use.

Hirers must ensure that water is not wasted and that all taps are turned off when leaving. Single use plastics/foam such as straws, cups, plates, bowls, cutlery, bags are not to be brought into the building. Balloons are not permitted.

16. Shared Spaces

The Hall shares Grounds with a Council owned tennis court and playground. These areas are not locked and there is no formal booking process for these areas. The Booking Officer will not be involved in managing use of the tennis court and playground between different groups wishing to use these facilities.

A calendar showing Hall bookings will be displayed on the community noticeboard. We encourage anyone wishing to use the tennis court and playground to check the noticeboard to know what activities are planned in the Buildings and Grounds. Concurrent use is encouraged where possible. Hirers must ensure that other users are treated with respect and shall not interfere with or disturb their activities. All common areas should be left clean and tidy after use.

17. Catering/Kitchenette

A kitchenette is available for the preparation of food and beverages. Grease and food scraps are not to be washed down the sink and should be wrapped and placed in garbage bins provided. The kitchenette must be left in a thoroughly clean condition.

A limited range of crockery and cutlery is available for use as part of the hire fee. Hirers must ensure that all items are thoroughly cleaned, dried and packed away at the end of each hire period. Hirers are required to make make arrangements for any additional items and must provide their own tea towels.

18. Furniture Set-up/Pack-up

Hirers are responsible for arranging the set-up and pack-up of furniture as required. At the end of the hire period, the Hirer must return furniture to the original position it was found. No furniture or equipment is to be removed from the Hall.

19. Cleaning

The Buildings and Grounds are to be left clean, tidy and secure at the end of each hire period with all rubbish to be removed from the site. Cleaning equipment and consumables are provided. Please ensure that these are used appropriately to minimise waste.

Prior to leaving please ensure that any spills are cleaned up, crockery and cutlery is washed up and put away, furniture and equipment are wiped down if necessary, the floor is swept and the fridge is empty and clean. Cleaning equipment should be left clean and ready for use. Any items brought into the area by the Hirer should be removed by the end of each event unless an agreement for storage has been reached. No responsibility is taken for materials or equipment brought on site by the hirer, their staff, volunteers, contractors or guests.

20. Toilet

The Hirer is responsible for the proper use of the toilet and sanitary bin by their staff, contractors, volunteers and guests. Soap, paper towels and toilet paper are provided and should be used appropriately to minimise waste. The area should be checked at the end of each booking to ensure it is clean and ready for use.

21. Storage

Limited storage facilities are available for hire on a weekly basis for regular bookings (ie 10 or more per year). Only approved items are allowed to be stored on site. No hazardous substances or dangerous goods are to be stored on site. Please ask the Booking Officer for more details.

22. Rubbish Removal

There is no garbage collection service for the Hall or Grounds. Hirers must ensure that all waste is removed from site and disposed of appropriately at the end of each event. New liners must be placed in bins to ensure that they are clean and ready for use. Under no circumstances should food or drink be left in the fridge or freezer.

23. Building Decorations

No changes are allowed to be made without the written permission of Council. No decorations are allowed to be hung from the ceilings or walls unless hooks are specifically provided for this purpose. Printing or marking surfaces is strictly prohibited. No sticky tape, bluets or other similar product is to be used. Any table decorations etc must be removed from the premises.

24. Electrical

The Hirer is responsible for turning on and off any electrical items, except fridges and mini-boils which are already on at arrival. Any electrical equipment brought on site by the Hirer, their contractors, staff, volunteers or guests must be tested and tagged by a Licensed Electrician or person qualified to test and tag.

SAFETY AND SECURITY

25. Safe Activities

Oxford Community Inc reserves the right to require the Hirer to undertake a risk assessment for any activity to be held during the period of hire and for the Hirer to identify and implement any treatments/methods that ensure the safety of all persons attending the activity and that ensure the facilities are maintained without damage.

Only passive sporting activities are allowed within the building.

26. Contractors, Staff and Volunteers

Hirers must induct any contractors, staff and volunteers who assist with the delivery of the event as per the Induction Checklist. Hirers must ensure that all such workers abide by the Conditions of Use and provide a Risk Assessment and Safe Work Method Statements if requested prior to any booking going ahead.

27. Security Alarm

Oxford Community Hall does not have an electronic alarm system.

Hirers must ensure that the Hall and toilet doors as well as all windows and shutters are closed and locked prior to leaving.

28. Keys

Any Hirer responsible for opening, closing and security of the Hall will be asked to sign the key register and pay a key bond in cash on collection of the keys. This will be refunded in cash on their return.

Where keys are provided, Hirers must ensure that the Booking Officer is notified immediately if keys are lost or stolen and return keys promptly at the end of the booking.

If keys are not returned, the Hirer will be responsible for the cost involved in replacement. This may include the cost of having new keys cut for other user groups. An additional bond is required if the keys are lost before the booking and a new set is required.

Keys are not to be labeled in any way with reference to the Hall.

29. Emergency Evacuations

In the case of an emergency, the Hirer is responsible for arranging for all those attending the event to leave the building and go to the designated assembly area as per the emergency evacuation plans provided.

The Hirer must contact 000 immediately after evacuation. There is no smoke detector fitted to the building so no siren will sound and the Fire Brigade will not be automatically contacted. The Hirer is responsible for ensuring that no person re-enters the building until the Fire Brigade advises that it is safe to do so.

30. Fire Safety, Extinguishers and Equipment

Hirers must check the local bushfire risk warning before each event. The event must be cancelled if the risk is Catastrophic or if an Emergency Warning has been issued by the NSW RFS.

Under no circumstances shall there be open flames in the Buildings including BBQ's, spit roasts or lighted candles. Fog and smoke machines are also prohibited. Fireworks are prohibited unless approved through a Council Development Application process.

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.

31. Exits

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

32. Refusal of Admission

For safety reasons, Otford Community Inc may, at its discretion, cause the entrance door to the Hall to be closed and/or refuse admission to any person or terminate any event where there has been a breach of any of the Conditions of Use or if the event has become disorderly.

REGULATIONS AND LEGAL OBLIGATIONS

33. Loss or Damage

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 the Buildings or Grounds.

Otford Community Inc accepts no responsibility for any loss or damage to any property whatsoever belonging to either the Hirer, their contractors, staff, volunteers or guests.

34. Lost Property

The Booking Officer is the only person allowed to enter and search the Hall for lost property. Any lost property recovered by any person is to be given to the Booking Officer as soon as possible. Such property will be noted in a lost property register and disposed of after 3 months if it has not been collected.

35. Laws Governing Use of Venue

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 the use of the venue.

Activities must not breach any State or Federal legislation regarding discrimination, racial vilification or defamation. Activities should reflect community expectations and be in line with Council values. Applications for hire can be refused by the Booking Officer at their sole discretion.

36. Occupational Health and Safety

The Hirer shall comply with the OH&S Act and the Safe Work Method Statements provided by Otford Community Inc at all times.

37. Occupancy Numbers

The Hirer is responsible to ensure that no more than 30 people are allowed to occupy the building at any one time.

38. Child Protection Laws

The Hirer must ensure that children up to 18 years are properly supervised by responsible adults at all times. You are legally required to comply with Child Protection Laws including conducting employment screening for staff, contractors and volunteers in line with this legislation.

39. Advertising

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

40. Sub-letting

Sub-letting is strictly prohibited.

41. Smoking

Smoking is not permitted in the building or within 4 metres of the entry door.

42. Alcohol

If alcohol is being sold on site during a hire period, the Hirer must obtain and show proof of the appropriate Liquor License for the event. An application can be accessed via Liquor and Gaming <https://www.liquorandgaming.nsw.gov.au/documents/fm/app500n-limited-licence-single-function.pdf> Note that there are several processes to complete and this may take several weeks. Functions where alcohol is to be sold can only proceed if the license has been issued and proof of this is provided to the Booking Officer.

If the activity involves the consumption of alcohol, Otford Community Inc reserves the right to notify the Police Licensing Unit of the activity. The Hirer must abide by the Responsible Service of Alcohol legislation at all times. Alcohol must not be supplied to a minor unless the person is the child's parent or guardian. Sale or supply of alcohol to a person aged under 18 years is an offence. Under no circumstances is alcohol to be consumed in the Grounds.

43. Animals

Only animals trained to assist people with disabilities are to be permitted in the building.

44. Sale of Merchandise

Sale of retail or wholesale products, direct merchandising and auctions are not permitted unless as part of charitable fundraising activities.

45. Disorderly Conduct and Noise

The Hall is located in a residential area and parking is limited to on-street. All care must be exercised with regards to road safety and minimising noise when entering and leaving the venue.

Noise levels are to be kept to a minimum at all times to avoid disturbance to other groups and neighbours. The Hirer shall take all reasonable steps to prevent disorderly conduct in the Hall and grounds throughout the hire period.

The use of sound amplification outside of the Hall is strictly prohibited unless approved at the time the booking is made.

The Hirer shall comply with the requirements of the Protection of the Environment Operations (POEO) Act 2017. Complaints can be made to the Environmental Protection Agency (EPA).

46. Disputes

Otford Community Hall is managed by volunteers who give up their time to enable the community to have a clean, tidy and safe place to meet. We operate under the following Code of Conduct:

The Otford Community Inc seeks to build on our sense of community by welcoming and supporting all residents of Otford to participate in its activities and events. We are inclusive, respect each other and are proactive in seeking solutions in a collaborative way when differences arise.

We expect that Hirers also act respectfully and collaboratively in all dealings with our volunteers. In the event of any dispute arising as to the meaning of any of these terms and conditions, or between the Hirer and any member of Otford Community Incorporated, the decision of the Otford Community Incorporated Board shall be final.

47. Quality Improvement

Otford Community Inc will work with you and Wollongong City Council to resolve any issues experienced in the hire of the Otford Community Hall. We are also keen to hear any ideas you have for improving either our service or the facilities. Please direct all feedback directly to our President at:

otfordcommunitypresident@gmail.com

OR leave an anonymous comment in our feedback box in the Hall. Please include contact details if you would like to receive a response to your feedback.