

# APPLICATION FOR USE\HIRE OF COUNCIL OPERATED BUILDING

2020/2021

Use this form if you wish to hire the **Workshop or Tutoring Rooms** at the **Joyce Wheatley Community Centre**.

## Payment

Bookings must be paid in full no later than 14 days prior to the hire date.

Payment can be made in person at Kiama Council or over the phone with a master card or visa card.

A bond may also be required to be paid and where required will be refunded if the premises and all equipment are left in a clean, tidy and undamaged state. Any repairs or additional cleaning may be charged at external hire rates.

## COVID Requirements:

Due to COVID-19 we will:

- Provide signage in accordance with NSW Public Health Order including maximum number of people and health screening at entry of each hall.
- Ensure facilities are well stocked with soap and water.
- Provide hand sanitiser and other additional hygiene measure.
- Ensure hall has been cleaned in accordance with SafeWork Australia cleaning recommendations.

As the hirer you will be required to

- Provide an estimate of the number of attendees at the time of booking to ensure maximum numbers are not exceeded. (Note: Council will rely on this information should any complaints or fines be issued by NSW Police.)
- Ensure the health and safety of their guests including:
  - Social distancing of 1.5m is adhered to.
  - Not exceed maximum numbers for the hall.
  - Use the sign in register for COVID tracing purposes for all guests entering the facility.

### APPLICANT DETAILS

Name\organisation:	
Postal Address:	
Phone/Mobile numbers:	
Email:	

### ROOM REQUESTED TO USE

Joyce Wheatley Community Centre

Workshop Room Max Numbers: 5  
Tutoring Room Max Numbers: 3

Kitchen Max Numbers: 4  
Kitchen Max Numbers: 4

## DETAILS OF USE

Proposed use:

Date/s proposed:

Start time:

End time:

Number of attendees:

Setup time required:    Yes         No

## INSURANCE REQUIREMENTS

If this booking is for a professional artist/s (ie professional - your primary source of income is derived from your artwork), incorporated body, sporting clubs, educational or religious institutions/organisations and/or commercial enterprises, the licence holder must provide Council with Public Liability Insurance Certificate of Currency with a minimum cover of \$20,000,000

If the booking is for amateur and semi-professional artists or unincorporated and/or social groups and not part of/acting on behalf of an organisation, these low-risk bookings will be incorporated by Council's community support liability policy. This policy is in place to protect hirers (other than those listed above) against public liability claims arising from the hire of community facility. An important factor to bear in mind in respect of this policy is that a \$2,500 excess applies to each and every claim, which is payable by the hirer.

## OTHER REQUIREMENTS

Depending on the type of use you may need to provide additional information and documents, such as:

- Risk assessment
- Certificate of Currency for Public Liability
- Additional waste and cleaning requirements detail
- Event management\co-ordination

## PRIVACY & PERSONAL INFORMATION PROTECTION NOTICE

**Purpose of collection:** We are collecting your personal information so that Council can assess your application for use\hire of a Council operated building. **Intended recipients:** The intended recipient of the information is Kiama Municipal Council. **Supply:** While the supply of this information is voluntary, the personal information you provide will enable Council to carry out the requested action. **Access/Correction:** You can access the personal information and it may be available to third parties in accordance with the Government Information (Public) Access Act and Council's Privacy Management Plan. Your personal information may be disclosed to third parties for the purpose of assessing your application. You may make an application for access or amendment to personal information held by Council. We will consider any such application in accordance with the Privacy and Personal Information Protection Act 1998. **Storage:** Kiama Council is the agency that holds the personal information. Council may be contacted on (02) 4232 0444 or email to [council@kiama.nsw.gov.au](mailto:council@kiama.nsw.gov.au) or at 11 Manning Street Kiama, NSW 2533. **Your contact details may be used to update Council's Name and Address Register that we may use to contact you regarding any other Council matter.** Kiama Council's Privacy Policy can be viewed at [www.kiama.nsw.gov.au/your-council/policies](http://www.kiama.nsw.gov.au/your-council/policies)

### AUTHORISATION

I have read and agree to the Terms and Conditions (attached) to Use\Hire Council Building

Applicant signature:

Date:

# TERMS AND CONDITIONS TO USE\HIRE COUNCIL BUILDING

## **Indemnity and Insurances**

You must indemnify and hold harmless Council from and against all actions, sums of money, costs, claims, demands or other liabilities which may be sustained or suffered or recovered or made against Council which may arise out of your use/activity during the term of this short term licence.

If this booking is for a professional artist/s (ie professional - your primary source of income is derived from your artwork), incorporated body, sporting clubs, educational or religious institutions/organisations and/or commercial enterprises, the licence holder must provide Council with Public Liability Insurance Certificate of Currency with a minimum cover of \$20,000,000

If the booking is for amateur and semi-professional artists or unincorporated and/or social groups and not part of/acting on behalf of an organisation, these low-risk bookings will be incorporated by Council's community support liability policy. This policy is in place to protect hirers (other than those listed above) against public liability claims arising from the hire of community facility. An important factor to bear in mind in respect of this policy is that a \$2,500 excess applies to each and every claim, which is payable by the hirer.

## **Keys**

Any key issued for access must be returned on the first working day after the completion of the approved use otherwise the cost of replacement will be taken from the licence holders credit card details.

Keys can be collected from the Joyce Wheatley Community Centre Key Lock Box, you will be provided with a code once your booking is confirmed.

## **Damage**

Any damage to the property must be rectified. Where damage has occurred or if not left in a pre-use state, any bond paid may not be released. Where a bond has not been paid the booking holder may be invoiced separately (including external hire rates) for any rectification costs.

## **Waste**

All waste and recycling material must be properly disposed in the receptacles provided otherwise must be properly disposed elsewhere. Where a bond has been paid, the bond may be withheld in circumstances where Council has had to address unsatisfactory waste management. Where a bond has not been paid the permit holder may be invoiced separately for any waste management costs.

## **Toilets**

It is the responsibility of the licence holder to ensure toilets are left in a clean and tidy state after use. Where toilets have been left in an untidy state, the licence holder may be invoiced for toilet cleaning costs.

## **Power**

Where electricity or gas is available, it is the responsibility of the licence holder to ensure safety and adherence to relevant procedures, practices and regulations including the integrity of any leads or appliances used.

## **Disturbance**

At no time can there be any unreasonable disturbance, annoyance or nuisance to other persons using the public place or to owners / occupiers of adjoining land.

The use of amplified music is to be limited to a maximum continuous duration of 3 hours.

The LAeq noise (ie; the equivalent continuous level measured over any 15 minute period during the broadcast of amplified music) shall not exceed 5dBA above the background when measured at the property boundary of the nearest private residence.

### **Risk**

It is the responsibility of the licence holder to undertake their own risk assessment of the area to be used and all uses/activities must be undertaken in accordance with it.

### **Advertising**

No posters associated with the use/activity shall be placed on public infrastructure and property (eg: buildings, street furniture, light poles, bus stops) or displayed on a public place (including trailer, vehicle or structure). Any advertising will be removed by Council and any bond paid can be used to cover the cost of rectification or invoicing for costs incurred in the removal.

### **Fees and charges**

All fees and charges are set annually for the financial year as part of Council's Fees and Charges. Bookings must be paid in full no later than 14 days prior to the hire date.

### **Cancellation**

If cancelled less than 7 days from the booking date, zero refund applies (except in extenuating circumstances).

### **General restrictions on the use of Buildings**

Unless specifically approved otherwise, use of public buildings is only permitted between 8:00am and 11:30pm.

Building hire under licence allows for 30 minute bump-in/bump-out either side of the start/finish hire times.

- Helium balloons are prohibited.
- Confetti, bean bags or any other items comprised of polystyrene or styrofoam are not permitted to be used.
- Single-use plastic straws must not be provided or distributed on public property.



Kerry McMurray  
**General Manager**