



## Terms and Conditions of Hire

### NORTH SYDNEY COMMUNITY SERVICE LTD – CROWS NEST CENTRE

#### DEFINITIONS OF TERMS USED IN THIS DOCUMENT

- SERVICE:** North Sydney Community Service Ltd. (Crows Nest Centre).  
**OWNER:** North Sydney Council  
**HIRER:** The person, group or organisation authorised by the SERVICE to use the FACILITY under the terms of this agreement.  
**FACILITY:** Hall/s, meeting rooms and/or other venue/s forming part of the Crows Nest Centre as defined herein.  
**AGREEMENT:** This document plus the completed application form.

1. The SERVICE retains the right to refuse any application for venue hire. It has the right to cancel any hiring arrangement without due notice. Any money held by the SERVICE will be refunded.
2. The HIRER is to abide by any reasonable direction given by the servant of the SERVICE. The HIRER is responsible for the conduct of those attending the function. The hired premises must be left clean and tidy, lights switched off and room locked on departure.
3. **DAMAGE TO FACILITY**  
The HIRER is responsible for loss or damage to SERVICE equipment and facilities. The SERVICE reserves the right to determine the cost of any damages or extra cleaning necessary outside that which is normally expected following usage of the FACILITY. No nails, pins or posters should be affixed to the walls. The hired room must be locked upon departure.
4. **ROOM CAPACITY**  
The HIRER is responsible for ensuring that the number of persons in attendance does not exceed the maximum allowable.
5. **HALLWAYS**  
The HIRER must ensure that its users at all times leave the Crows Nest Centre's hallways clear and free of belongings. Hallways are not to be used by HIRER to conduct any aspect of his/her activity including registration desks, break-out sessions and exercises. Refreshments are not allowed to be consumed in the hallway. All activity must occur within the hired room as per the AGREEMENT.
6. **OPENING & CLOSING TIMES**
  - The Crows Nest Centre opens at 8.30am each weekday and weekend morning. All HIRERS cannot enter the building before 8.30a.m unless special arrangements have been made at the time of booking.
  - The Crows Nest Centre closes at 11 p.m. each weeknight. All HIRERS must depart premises by 10.30 p.m. On weekends, all HIRERS must depart the premises by 6 p.m. unless special arrangements have been made at the time of booking. Any weekend bookings after 6 p.m. will incur an additional flat rate of \$80.
7. **PUBLIC HOLIDAYS**  
Venue hire will be accepted on Public Holidays at full day rates with an additional \$80 surcharge.
8. **FIRE SAFETY**  
All Fire Exits are to be kept clear at all times and fire regulations strictly adhered to. CROWS NEST CENTRE IS A NON SMOKING BUILDING. Corridors and foyers are to be kept clear at all times. Any use of candles or incense must be approved by Venue Manager or Supervisor on duty prior to use to avoid activating smoke detector alarms.
9. **CATERING**  
HIRERS are allowed to bring their own light refreshments into the Crows Nest Centre. Hot water urns and refrigerators are available for the HIRER'S use. Full catering is also available through the Crows Nest Centre at competitive rates. Arrangements for this can be made at the time of booking with no less than 1 week's notification. Catering requests with less than 1 week's notice may not be accommodated.



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#### 10. APPLICATION FOR HIRE

- Application for hire of the FACILITY must be lodged in writing using the appropriate application form by a person over the age of eighteen (18).
- The minimum booking period is two (2) hours. Bookings shall be accepted for full and half hours only.

#### 11. CANCELLATIONS

All booking cancellations must be received in writing with attention to the Venue Manager. No verbal cancellations will be accepted.

- In the event of a cancellation by the HIRER, a percentage of the full booking charges will be forfeited by the HIRER as follows:

24 or less hours prior to the function	Not showing up on the day of HIRE	The whole fee
Between 1 – 7 days prior to the function		The whole fee
Between 8 – 14 days prior to the function		75% of the fee
Between 15 – 60 days prior to the function		50% of the fee
		25% of the fee

#### 12. DEPOSITS

- Deposits applying to weekend and multiple bookings are NON-REFUNDABLE if the booking dates are changed or cancelled after payment of the deposit.
- Deposit Invoices will be issued to the HIRER upon written request to hire a room. The deposit payment will need to be received within 7 working days for the booking to be confirmed. If not, the SERVICE may not hold the booking.
- All bookings will be confirmed in writing from the SERVICE.

#### 13. INSURANCE

- It is a requirement of the OWNERS of the FACILITY that you have your own Public Liability Insurance. This is to cover your activity in case of an accident or injury, which may occur through no fault of either the OWNERS or the SERVICE.
- The HIRER must have a current public liability insurance policy of no less than \$10,000,000 in order to hire a room at the Crows Nest Centre. A copy of the insurance needs to be given to the Venue Manager at the time of booking.
- The HIRER must ensure that the SERVICE has the most up to date insurance policy at all times.

#### 14. COMMUNITY-BASED CASUAL HIRERS INSURANCE

- The SERVICE has been able to arrange this form of insurance for some community-based hirers. There is a fee of \$20 (GST inclusive) for a 2-3 full day booking or 6-8 block bookings of 2-3 hours. The SERVICE's Insurer will provide cover for "casual" hirers only for non-commercial groups or individuals. The Insurer will not insure Incorporated Bodies, Clubs or Associations, nor commercial uses. Inappropriate behaviour of the hirer may void the insurance. Enquiries are to be made with the Venue Manager and insurance be paid by the first booking date.

#### 15. ROOM SET-UP

- The HIRER is allowed ten (10) minutes before the booking period begins to set-up personal equipment and ten (10) minutes after the booking period ends for dismantling. This period is strictly ten (10) minutes only. If the time extends beyond the ten (10) minute period, the HIRER will be charged at half hour increments. If more than ten (10) minutes is required for set up/dismantling of personal equipment, additional time must be included as part of the total hiring period.

#### 16. NOISE CONTROL

- The HIRER shall not conduct or permit any activity – which expression includes the production of noise – of a nature or extent to create a nuisance for other persons or a hazard to the FACILITY.
- The HIRER will comply with any reasonable request by any person to mitigate any such nuisance.

**Crows Nest Centre** 2 Ernest Place, Crows Nest, NSW 2065  
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Managed by North Sydney Community Service Ltd ABN 83 002 567 875  
D: (02) 9437 7511 E: [roomhire@crowsnestcentre.org.au](mailto:roomhire@crowsnestcentre.org.au)



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#### 17. ALCOHOL CONSUMPTION

- In the event alcohol will be consumed on the premises, the HIRER must supply the SERVICE with a "Responsible Service of Alcohol License" from the HIRER or its servant or agent responsible on the day of hire, prior to booking date.
- The HIRER is responsible for the safety and the conduct of those attending the function.
- It is the HIRERS responsibility to ensure that alcohol is consumed by people who are over eighteen (18) years of age.

#### 18. CHANGE OF VENUE

- The SERVICE reserves the right to move a booking to a different venue within the FACILITY where the new venue offers the same or better facilities than the original.

#### 19. ENTERTAINMENT TAX & COPYRIGHT ACT

- The HIRER must observe the provisions of the Entertainment Tax (Management) Act or any other Act relating to Entertainment Tax, to indemnify the SERVICE and free it of any obligation in respect of these Acts. The HIRER must observe the provisions of the Copyright Act, to indemnify the SERVICE of any obligation to this Act.

#### CROWS NEST CENTRE HIRING AGREEMENT FORM

The HIRER agrees to conditions outlined in Terms and Conditions which will be incorporated with and form part of this AGREEMENT.

The HIRER must ensure his/her servant or agent using the FACILITY is familiar with the terms and conditions as outlined in this AGREEMENT. In the event of the HIRER or his/her servant or agent not observing or performing or committing a breach of any of the terms and conditions of this AGREEMENT, the SERVICE may immediately thereupon terminate the AGREEMENT without prejudice to any right of action, which may arise prior to such termination.

The HIRER hereby indemnifies the SERVICE against any claim whatsoever which may arise out of the HIRER'S actions or failure to act in any particular manner relating to the agreed use of the FACILITY. This indemnity shall include personal injury, loss of value, loss of amenity or damage to property, and any costs or expenses arising during the course of the hiring. The HIRER acknowledges that the SERVICE (in the absence of negligence on it's part either solely or in contribution thereto) shall be under no responsibility or liability for any personal injury, loss or damage to property occurring during the course of the hiring.

The HIRER also agrees to forward a copy of their Public Liability Insurance or provide evidence of insurance in the form of a Certificate of Currency.

I \_\_\_\_\_  
(the hirer) agree to all terms and conditions outlined above.

Signature of Hirer: \_\_\_\_\_ Date: \_\_\_\_\_

Access to the Venue, other than the times and dates booked will not be permitted.

A copy of this agreement along with the application must be made and kept by the HIRER.