

# APPLICATION FORM AND CONDITIONS



## PRIMROSE PARK GALLERY

North Sydney Council is responsible for the hiring of its facilities to external users in the North Sydney local government area.

This form includes four sections:

1. booking details
2. indemnity / privacy and personal information
3. insurance details
4. conditions of hire

General information on the hire of Council facilities is available through our website at [www.northsydney.nsw.gov.au](http://www.northsydney.nsw.gov.au) This application form can also be downloaded from the website.

All sections of this application form must be completed before your application can be processed. Should you require further clarification, please contact Council's Booking Officer on (02) 9936 8200. Payment for hire of Council-owned facilities may be made by cash, cheque or credit card (Mastercard, Visa, American Express and Diners) at Council's Customer Service Centre, 200 Miller Street, North Sydney. Alternatively, cheque or credit card payments may be mailed to the Customer Service Centre, North Sydney Council, PO Box 12, North Sydney NSW 2059. Please do not mail cash. Applications that are paid by credit card can also be faxed to 9936 8474.

### **FEES FOR 2011/2012**

Facility	Monday – Saturday	Sunday
Primrose Park Gallery	8:30 am - midnight	8:30 am – 10.30 pm
Room Hire:	\$35 per day	
Garbage Bin hire	\$52 each	
Bond	\$200 per exhibition	
Cancellation fee:	\$50	
Amendment fee:	\$25	

Please note: The above fees are applicable until 30/6/2012 (GST inclusive).  
Cancellation/Amendment Fees are non-refundable.

### **Public Liability Insurance**

All artists are required to have Public Liability Insurance. If you have your own, it must be for the sum of not less than \$10 million and note North Sydney Council's as an "Interested Party."

Alternatively, if you do not have Public Liability Insurance it can be purchased through Primrose Park and Crafts Centre (by becoming a member).

Contact: Derek Graham (02) 9908 1851



## Application Forms and Conditions of Hire

---

### **SECTION 2 - INDEMNITY**

This indemnity form must be completed and signed before the booking confirmation can be issued.

Name of applicant: \_\_\_\_\_

(referred to hereafter as the Hirer) holds North Sydney Council (referred to hereafter as the Council) harmless, and releases and indemnifies and keeps released and indemnified, from and against all actions, suits, claims, demands, costs, charges and expenses for which Council, its servants, agents or employees may be held liable in respect of any loss, damage, accident or injury of whatsoever nature or kind and however sustained or occasioned and whether to property or persons in connection with the use of this public area and any work connected therewith pursuant to this hire but excluding such liability arising from any negligent act, default or omission, on the part of Council, its servants, agents or employees either solely or in contribution thereto.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

---

#### **PRIVACY STATEMENT**

Personal details requested on this form will only be used for the purpose of processing your application. The supply of information by you is voluntary. If you cannot provide or do not wish to provide the information sought, the Council may not be able to process your application. Access to the information is restricted to Council officers and other authorised people. You may make application for access or amendment to information held by Council. Applications by members of the public to view Council's records are subject to the provisions of Council's Privacy Management Plan, *Section 18 Government Information (Public Access) Act 2009 & Schedule 1 - Government Information (Public Access) Regulation 2009*.

I have read and understand the Privacy Statement

Signed: .....

Date: .....

## **Application Forms and Conditions of Hire**

---

### **Service Provider's Indemnity and Certificate of Currency Details**

This form needs to be completed by each service provider you have engaged in conjunction with your booking. This may include but is not limited to celebrants, musicians, caterers, photographers and amusement device operators, etc.

**N.B.** A separate form is required for each service provider. If there are several providers in the one group and they are not covered by a group policy, then each member will need to complete a separate form.

Name of Hirer: \_\_\_\_\_

Venue booked: \_\_\_\_\_

Date of Event: \_\_\_\_\_

Nature of service to be provided: \_\_\_\_\_

I/We, \_\_\_\_\_

the service provider hold North Sydney Council (referred to hereafter as the Council) harmless, and releases and indemnifies and keeps released and indemnified, from and against all actions, suits, claims, demands, costs, charges and expenses for which Council, its servants, agents or employees may be held liable in respect of any loss, damage, accident or injury of whatsoever nature or kind and however sustained or occasioned and whether to property or persons in connection with the service provided and any work connected therewith pursuant to this permit but excluding such liability arising from any negligent act, default or omission, on the part of Council, its servants, agents or employees either solely or in contribution thereto.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Mobile: \_\_\_\_\_

### **Certificate of Currency Details:**

#### **Insurance Details**

Please complete this form, giving details of your public liability insurance. Please note that you are required to arrange for North Sydney Council to be named on your insurance policy as a joint insured for the respective rights and interests of yourself and Council.

#### **Insurance Information**

I hereby declare that I (name of applicant) \_\_\_\_\_

as permit holder and North Sydney Council are insured for legal liability to the public in respect of personal injury and property damage for a limit of indemnity of not less than \$10 million.

Name of Insurance Company: \_\_\_\_\_

Public Liability Policy No: \_\_\_\_\_

Period of Insurance from: \_\_\_\_\_

to: \_\_\_\_\_

Period of Indemnity: \$ \_\_\_\_\_

Location: Anywhere in the North Sydney Council area

Cover: The Insured's legal liability to the public in respect of personal injury and property damage

I understand that this insurance shall not be cancelled or lapse without the agreement of North Sydney Council and the policy document shall be endorsed to this effect.

This insurance includes the cross liability clause:

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**N.B.** A copy of your Certificate of Currency **must** be provided to Council before a permit is issued.

## Application Forms and Conditions of Hire

---

### **SECTION 3 - INSURANCE DETAILS**

Hire of Council-owned facilities cannot be confirmed unless you have public liability insurance for the venue you wish to use. This insurance must include North Sydney Council as an interested party and a cross liability clause. For bookings made on behalf of companies or organisations, details of your public liability insurance must be completed below and a Certificate of Currency provided to Council by your insurance company prior to your booking being confirmed.

#### **INSURANCE INFORMATION**

I hereby declare that (name of company/organisation/person)

\_\_\_\_\_

is the hirer of (name of venue)

\_\_\_\_\_

during the period from \_\_\_\_\_ to \_\_\_\_\_ on (date)

\_\_\_\_\_

is insured for legal liability to the public in respect of personal injury and property damage for a limit of indemnity not less than \$10 million.

Name of Insurance Company:

\_\_\_\_\_

Public Liability Policy No.

\_\_\_\_\_

Period of Insurance from: \_\_\_\_\_ to: \_\_\_\_\_

\_\_\_\_\_

Limit of Indemnity: \$ \_\_\_\_\_

I understand that this insurance shall not be cancelled or lapse without the agreement of North Sydney Council and the policy document shall be endorsed to this effect.

Signed:

Dated:

\_\_\_\_\_

(on behalf of)

### **SECTION 4 - CONDITIONS OF HIRE**

#### **1. ACTS AND REGULATIONS**

The hirer shall comply with the relevant provisions of the Local Government Act, 1993, as amended and any other Acts or regulations, which may govern use of the Centre.

#### **2. ALCOHOL**

Alcohol may be consumed at the venue but not sold. **No alcohol is to be consumed at all outside the venue.**

The sale, supply and/or consumption of alcohol in Council's facilities to minors are prohibited and will result in police action.

#### **3. AMENDMENT FEE**

Bookings that are amended after they have been approved in writing will incur an "amendment" fee.

Amount Payable: \$25 (per amendment).

#### **4. BOND**

All bookings require payment of a bond. The bond must be paid no up-front when you make your booking. The bond will be returned to you in full providing that all conditions of hire are met.

If the venue is not vacated at the end of the hire period a daily rate will apply and may be deducted from the bond. Any costs incurred by Council for repairs, replacement of fixtures or fittings, or cleaning which are attributable to the hiring of a Council facility will be deducted from the bond. The bond will be forfeited in full if the building is sub-let. A 'Refund of Bond' form is available from the Customer Service Centre. Your bond application will be processed upon return of the equipment provided.

The hirer is responsible for the conduct of all guests attending the exhibition.

Hirers are to abide by any reasonable direction given by any proper servant of the Council.

No intoxicating liquor is to be sold on the premises.

Cigarette advertising is strictly prohibited.

Exhibits can only be hung from picture rails.

Ice must be kept in leak-proof containers.

Hirers are to leave the premises as they find them. This includes:

- wiping down any benches and kitchen equipment
- cleaning the floor.

Any damage to the hall, kitchen or immediate environs will be costed and such cost will be deducted from the bond. Costs in excess of the bond amount will be payable on demand.

Amplified music is prohibited. Music sound levels are to be such as not to cause annoyance to occupants of neighbouring properties. Any breach of noise regulations may result in Council taking action under the Noise Control Act 1975.

In case of emergency during the period of hire, Council may be contacted and a Ranger will be on site as soon as possible.

## Application Forms and Conditions of Hire

---

### 5. BOOKING A VENUE

All bookings must be applied for in writing, by completing the application form and paying full fees. Booking enquiries may be made during business hours at the Council's Customer Service Centre, 200 Miller Street, North Sydney or by phoning (02) 9936 8200 or (02) 9936 8427. Alternatively, the Council website at [www.northsydney.nsw.gov.au](http://www.northsydney.nsw.gov.au) has general information on hiring and a downloadable application form.

Bookings will not be determined until the application form and payment have been received. On approval you will be sent a confirmation letter and a Tax Invoice/Booking Confirmation Receipt within 7 working days.

Please use the booking number in all correspondence with Council. Any special conditions will be included in your confirmation letter. Council reserves the right to refuse any application and to cancel any hiring arrangement with reasonable notice. Where Council cancels a booking for reasons outside the control of the intending hirer, Council will full refund any money held.

### 6. CATERING/KITCHEN

The preparation of food and beverages shall be confined to the kitchens. Grease and food scraps are not to be washed down the sink and should be wrapped and placed in the garbage bin.

### 7. 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.

### 8. CLEANING

All hired venues must be left in a clean and tidy condition at the conclusion of the event. All cleaning equipment is to be supplied by the hirer.

Please note that in the case of damage or a venue left in an untidy condition, the Council reserves the right to deduct monies from the bond. If repair costs are in excess of the bond monies held, you will be invoiced for repair and/or cleaning costs.

### 9. COMMERCIAL ACTIVITIES

The purpose of the centre is to promote up and coming artists to the community. Artists are only authorised to sell their own art works. The publicity, promotion and insuring of artworks are the responsibility of the artist. The purpose of the centre is not for traders to buy and sell art works. Any commercial activities by traders are prohibited.

### 10. CONDITIONS OF CENTRE AT COMMENCEMENT OF BOOKING

It is expected that the Centre will be left in the condition suitable for immediate use at all times. When the Hall is considered unsuitable for use on arrival, the hirer should immediately notify Council (BH 9936 8200 AH 9936 8100). This will indemnify the hirer against any claim by Council for loss of property or damage to the building or grounds.

### 11. ELECTRICAL

The hirer is responsible for turning on and off any electrical items, except Zip hot water systems and fridges that, on arrival, are already on. Any electrical equipment or appliances brought into the Centre 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.

## **Application Forms and Conditions of Hire**

---

### **12. EXHIBITION SIGN**

The exhibition sign that is provided for the hirer's convenience must be locked safely inside the centre at the end of each day.

### **13. 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 signs is strictly prohibited.

### **14. FIRE EXTINGUISHERS AND EQUIPMENT**

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

### **15. FOOD AND DRINK**

Under no circumstances is food or drink to be left in the fridge after your departure.

### **16. FUNCTIONS**

Functions (i.e. birthday parties and weddings) are prohibited. No food or drink is to be served in the foyer areas. Ice must be kept in leak-proof containers. Decorations may only be hung from picture rails, not from lights or fans.

### **17. FURNITURE SET UP BY HIRER**

Hirers are responsible for arranging set up/pack up of the furniture required. At the end of the hire period the hirer is to return the furniture to the original position it was found (unless advised by Council to do otherwise).

The hirer is not to allow furniture or equipment to be removed from the Hall/Room or obtain furniture from other Halls/Rooms of the centre, unless approved by Council.

### **18. GARBAGE BINS**

These are essential for any event where food and drink are served. Each bin caters for up to 30 guests.

### **19. HIRING FEES**

Refer to the application form for a full list of all hire and associated fees payable.

Please note that Council's annual fee schedule is set at the beginning of each financial year. Any variation to this schedule may be advertised during the financial year and a revised fee charged. Council's full fee schedule can be viewed at [www.northsydney.nsw.gov.au](http://www.northsydney.nsw.gov.au)

### **20. HOURS OF USE**

Hiring times to include time required for setting up, dismantling, cleaning, etc. The hirer does not have access to the halls/rooms outside the approved hire period.

## Application Forms and Conditions of Hire

---

### 21. INDEMNITY

It is a requirement of the application that the attached form indemnity be completed. Hirers are to observe the provisions of the Entertainment Tax (Management) Act or any other Act relating to Entertainment Tax, to indemnify Council and free it of any obligation in respect of these Acts.

Hirers are to observe the provisions of the Copyright Act to indemnify Council and free it of any obligation in respect to this Act.

### 22. KEYS & HOOKS

Hirers will be provided with the keys to Primrose Park Community Centre along with hooks to use on the hanging system. A ladder will also be provided. The key to the gallery and hooks must be returned to Council upon the first working day after the exhibition. Your bond application will be processed on the receipt of the keys and hooks. Failure to return all keys and/or hooks will result in a replacement cost deducted from the bond.

### 23. LATE FEE

A late fee (\$25) is payable if the booking is received within seven days of the event date.

### 24. MINIMUM AGE FOR HIRING A FACILITY

The hirer must be 18 years or older, and will be responsible for the cost of repair of any damage or breakage during the term of the hire to any part of the premises, fittings or furniture, appliances or apparatus.

The hirer must remain in attendance during the hire period and is responsible for the centre security, safety of guests and supervising all activities during the hire period.

### 25. NOISE

Amplified music is strictly prohibited. Music sound levels should be set so as to not cause annoyance to local residents. Please be considerate towards local residents and leave the building as quietly as possible.

All venues have restrictions on noise (see hiring restrictions - individual venues.)

### 26. PUBLIC LIABILITY INSURANCE

All events held in Council facilities must have public liability insurance cover in the joint names of North Sydney Council and the hirer and have a cross liability clause. If you do not have public liability insurance it can be purchased through Primrose Park Arts and Crafts Centre.

### 27. PUBLIC SAFETY

The hirer is responsible for the conduct of their guests during the hire period. The Council is not responsible for any loss or damage to property belonging to guests within the venue during the hire period. The Council also reserves the right to have any person(s) removed from the venue if it appears likely that the person(s) will cause damage and/or injury to other persons or property. No items should obstruct fire exits or stairways during the hire period. No fireworks are permitted at any venue.

### 28. RUBBISH

All rubbish must be removed from the centre upon vacating the centre.



# PRIMROSE PARK GALLERY SITE INSPECTION

## TO BE CARRIED OUT BY HIRER BEFORE USING GALLERY

If any "No" box is tick then the situation must be safely altered so that the hirer is able to tick the "Yes" box. If the hirer is unable to safely alter the situation then it must be reported to Council. Council will then rectify the situation before the hirer is able to use the space.

SITUATION	YES	NO
Are the exit doorways clear of obstructions?	<input type="checkbox"/>	<input type="checkbox"/>
Is the gallery area safe from objects that could cause someone to trip?	<input type="checkbox"/>	<input type="checkbox"/>
Have you read over the Emergency Procedures booklet?	<input type="checkbox"/>	<input type="checkbox"/>
Are the Emergency Procedures displayed and easily seen in the Gallery?	<input type="checkbox"/>	<input type="checkbox"/>
Have all gallery minders been made aware of the Emergency Procedures?	<input type="checkbox"/>	<input type="checkbox"/>
Is the ladder to be used by hirers to hang artworks in the gallery?	<input type="checkbox"/>	<input type="checkbox"/>
Is the cleaning equipment to be used by hirers to mop up and clean away any spills in the gallery?	<input type="checkbox"/>	<input type="checkbox"/>
Are all leads for electrical equipment in the Gallery in good condition?	<input type="checkbox"/>	<input type="checkbox"/>
Have all gallery minders been made aware that they must keep a charged, credited phone on their person while minding the gallery?	<input type="checkbox"/>	<input type="checkbox"/>
Is there a first aid kit in the gallery?	<input type="checkbox"/>	<input type="checkbox"/>

Hirer Signature

Date

Hirer name printed

If all the "Yes" boxes are ticked please hand in form at the end of your gallery hire. If any of the "No" boxes are ticked you must return this form immediately to Council before commencing the hire of the gallery.

This is an EXAMPLE of a RISK MANAGEMENT plan suitable for a gallery setting.

NOTE: You will need to develop your own risk management plan which takes into account the activities you will be carrying out while leasing Primrose Park Gallery.

<b>Risk Management Plan Primrose Park Gallery 2011/2012</b>				
<b>ACTIVITY</b>	<b>HAZARD</b>	<b>RISK</b>	<b>MANAGEMENT</b>	<b>ACTION</b>
Falling artwork	1.1 Falling equipment	Low	Gallery: Ensure locking capsules and hooks are securely fastened.	Check regularly
Climbing ladder	5.2 Working at heights	Low	Appropriate footwear to be worn when climbing ladder. Extra person to hold ladder when in use. Do not stand on chairs when hanging artwork.	Ladder to be checked regularly
Lighting	6.1 Electrical	Low	Ensure electricity is switched off when changing globes. Gloves to be worn when changing globes or handling spot lights.	Gloves supplied
Walking / moving around hanging exhibitions	8.2 Slips, trips and falls	Medium	All spillages/glass to be wiped up immediately. Glasses placed in boxes directly after use.	Dustpan & broom/mop/sponge on hand
Minding Exhibition	8.8 Physical attack	Medium	Two people to mind exhibition on weekends. Mobile phone available at all times.s	Keep mobile phone on your person
Food Handling	10.2 Other	Medium	Ensure food is kept refrigerated prior to the Opening. All food to be disposed of after the Opening. Wear gloves when handling food.	Garbage bins/bags to be supplied Gloves supplied

# APPLICATION FORM



## LITTER BIN HIRE

**Code 249**

### CONTACT

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone (during b/hours): \_\_\_\_\_

Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

### LOCATION

### FUNCTION DETAILS

Number of Bins required: \_\_\_\_\_

Date of Function: \_\_\_\_\_

### PRIVACY STATEMENT

Personal details requested on this form will only be used for the purpose of processing your application. The supply of information by you is voluntary. If you cannot provide or do not wish to provide the information sought, the Council may not be able to process your application. Access to the information is restricted to Council officers and other authorised people. You may make application for access or amendment to information held by Council. Applications by members of the public to view Council's records are subject to the provisions of Council's Privacy Management Plan, *Section 18 Government Information (Public Access) Act 2009 & Schedule 1 - Government Information (Public Access) Regulation 2009*.

I have read and understand the Privacy Statement

Signed: ..... Date: .....

### FOR COUNCIL USE

Processed by: \_\_\_\_\_

Date Ordered: \_\_\_\_\_

Cost per Bin: \$ \_\_\_\_\_

No. of Bins required: \_\_\_\_\_

Amount Paid: \$ \_\_\_\_\_

Receipt No: \_\_\_\_\_

Date: \_\_\_\_\_



---

# REQUEST FOR REFUND OF BOND

The General Manager  
North Sydney Council  
PO Box 12  
NORTH SYDNEY NSW 2059

Attention: Customer Service - Bookings

Dear Sir,

**RE: REFUND OF BOND**

I write to you to request the release of the bond in the amount of \$ \_\_\_\_\_.

The booking details are as follows:

**APPLICANT DETAILS**

---

Company Name:	Contact:
Street Address:	
Suburb:	Postcode:
Telephone No:	Fax No:
Mobile No:	Email:

**BOOKING DETAILS**

---

Community Centre:	Room:
Date:	Time:

---

**BOND DETAILS**

---

Bond Reference No:	Bond Amount:
Receipt No:	Date:

---

**Method of Payment**

---

Please tick one:                      cash                       cheque                       credit card

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**N.B. If the bond was paid by cheque or credit card, the refund will be addressed to the person(s) whose name appears on the credit card and/or cheque account.**



**CREDIT CARD DEDUCTION AUTHORITY  
RESOURCE AND FACILITY HIRE**

<b>APPLICANT</b>	I/We,
<b>AUTHORISATION</b>	Company Name:
	Address:
	Mobile Number: Telephone:
	<p>1. authorise North Sydney Council to arrange for funds to be debited from my/our account at the financial institution identified. This authorisation is to remain in force until further notice is received in writing.</p> <p>2. understand and acknowledge that:</p> <ul style="list-style-type: none"> <li>- it is the responsibility of the customer to ensure that <b>CLEAR</b> funds are available in the account on any due date.</li> <li>- <b>any debit which is dishonoured will be reversed from the account and a dishonour fee will be charged to the account.</b></li> </ul> <p>NOTE: The bond refund will be returned to the cardholder unless advised (in writing) to do otherwise.</p> <p>Signature: _____ Date: _____</p>

<b>COUNCIL USE</b>	<b>RESOURCE HIRED:</b>			<b>EVENT DATE:</b>		
	Code:	Item: Deposit	\$	Code: 55	Item: Advertising Leaflet	\$
	Code:	Item: Balance	\$	Code: 260	Item: Key(s)	\$
	Code:	Item: Hourly Fee	\$	Code: 168	Item: Traffic/Parking Permits	\$
	Code: 253	Item: Insurance	\$	Code: 274	Item: Lodgement/Assessment	\$
	Code: 249	Item: Litter Bin(s)	\$	Other:	Item:	\$
	Code: 102	Item: Advertising Leaflet Bond	\$	Other:	Item:	\$
	Code: 103	Item: Community Centre Bond	\$			
				<b>Total:</b>		\$
	Date:	Receipt No.		Amount Paid: \$		
Correspondence No.	Booking No.		Film No.			

**PRIVACY STATEMENT**

Personal details requested on this form will only be used for the purpose of processing your application. The supply of information by you is voluntary. If you cannot provide or do not wish to provide the information sought, the Council may not be able to process your application. Access to the information is restricted to Council officers and other authorised people. You may make application for access or amendment to information held by Council. Applications by members of the public to view Council's records are subject to the provisions of Council's Privacy Management Plan, *Section 18 Government Information (Public Access) Act 2009 & Schedule 1 - Government Information (Public Access) Regulation 2009.*

I have read and understand the Privacy Statement

Signed: ..... Date: .....

**Credit Card Service Fee**  
 Council charges a 1% service fee, inclusive of GST, on credit card transactions. This fee offsets the cost of accepting credit card payments. The service fee applies to all over-the-counter transactions, all online transactions, Council car park fees and credit card deduction authorities. Please note that, at this stage, credit card payments through BPay are not an option.

<b>ACCOUNT DETAILS</b> <i>All details must be supplied</i>	MASTERCARD <input type="checkbox"/> VISACARD <input type="checkbox"/> AMEX <input type="checkbox"/> DINERS <input type="checkbox"/>
	Card Number: _____ / _____ / _____                    Expiry Date: _____                    Amount \$ _____
	Cardholder's Name: _____                    Cardholder's Signature: _____