

APPLICATION FORM AND CONDITIONS



Hire of Community Facilities- Mess Hall

Coal Loader Centre for Sustainability, Waverton

North Sydney Council is responsible for the hiring of its community facilities to external users in the North Sydney local government area. This form includes six sections:

1. Applicant's details
2. Indemnity / privacy and personal information
3. Insurance / service provider details
4. Risk assessment / forms
5. Conditions of hire
6. Floor Plans / Map

General information on the hire of Council resources is also available through our website at www.northsydney.nsw.gov.au.

All sections of this application form must be completed in full before your application can be processed. For all enquiries regarding hire applications please contact the Booking Officer on (02) 9936 8200. Payment for hire of Council-owned facilities may be made by cash, cheque or credit card (Mastercard and Visa) 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 emailed to bookings@northsydney.nsw.gov.au.

FEES FOR 2020-2021

CODE 263

Mon-Fri	8.00am to 4.00pm	\$85.00 ph
Mon-Fri	4.00pm to 10.00pm	\$100.00 ph
Sat-Sun	8.00am to 4.00pm	\$110.00 ph
Sat-Sun	4.00pm to 11.00pm	\$140.00 ph

Bond	Up to \$600.00
Casual Insurance (Public Liability)	\$45.00
Late Fee (if applicable)	\$25.00
Cancellation Fee	\$100.00
Amendment Fee	\$25.00

Please Note:

- Cancellation/Amendment fees are non-refundable.
- The above fees are applicable until 30/06/2021 (GST inclusive).

Once processed you will receive a booking confirmation within 7 working days.

The application must be finalised one month prior to the event date (this includes forwarding the certificate of currency and a completed page 7 from your service provider(s)).

The booking is subject to cancellation if not finalised by the agreed date.

*Bookings can be accepted within one month but this will incur a \$25 late fee. No bookings can be accepted within 7 days of the event date.

Hire of Community Facilities - Mess Hall - Application Forms and Conditions

NOTE: The Coal Loader Centre for Sustainability is a community resource dedicated to facilitating education, engagement and capacity building in all facets of environmental sustainability.

The vision for the Coal Loader is *to operate a high quality facility that will educate and inspire the wider community to put sustainable living ideas into practice.*

The objectives of the Coal Loader are to:

- Operate an innovative, high quality learning facility that meets the needs of the community.
- Showcase sustainable design/principles that are realistic and transferable to residential stock.
- Bring together best available knowledge and expertise to build community awareness and understanding of sustainable living.
- Support and lead the way towards a more sustainable future.
- Facilitate community collaboration, leadership and participation.

SECTION 1 - APPLICANT'S DETAILS

Organisation: _____ ABN (if applicable): _____

(Note: This needs to correspond with the details on the certificate of currency)

Contact: _____ Position: _____

Address: _____ Suburb: _____ Postcode: _____

Phone: _____ Fax: _____ Mobile: _____

Email: _____

HIRE DETAILS

Hire date required: _____ No. of expected guests: _____

Entry time: _____ Exit time: _____

Purpose of hire: _____ Type of entertainment: _____

Number of service providers: _____

Service providers

Tick the appropriate box that relates to the service that will be provided at the location on the day. If the name of the service provider is unknown, the field can be left blank (the details are to be provided no later than one week before the event). Refer to page 7 to determine what documents are required from your service providers.

This section does not need to be completed if the service is provided free of charge.

Paid Service to be provided	Name	Council Use Only		
		Indemnity	Insurance	Expiry Date
<input type="checkbox"/> Caterer				
<input type="checkbox"/> Musician				
<input type="checkbox"/> Guest Speaker				
<input type="checkbox"/> Photographer				
<input type="checkbox"/> Other (specify)				

FOR COUNCIL USE		(EPS19)
Fees & Charges		
Code: 263 Hourly Fee	Amount Paid:	\$
Code: 253 Public Liability Insurance	Date:	
Code: 249 Litterbin \$ x	Receipt No:	
Code: 103 Bond:	Booking Reference No:	
Code:	Correspondence No:	
	Litter Bin Ordered:	
Total:		
Comments:		

QUESTIONNAIRE

If you answer 'Yes' to any of the following, please provide details.

1. What is the purpose of hiring the facility?

2. Will there be entertainment? Yes No

3. Will there be private catering? Yes No

4. Is the event open to the public? Yes No

5. Will there be any form of payment, entry fee or a condition of entry? Yes No

6. Will there be the option of a voluntary donation upon entry? Yes No

7. Will the event be advertised? Yes No

8. Will any goods be bought or sold in the facility? Yes No

9. Will there be fundraising? Yes No

10. Will food be served? Yes No

11. Will alcohol be served? Yes No

12. Will prizes be awarded? Yes No

13. Will there be any music (Moby Disc/DJ strictly prohibited)? Yes No

14. Will there be equipment? Yes No

Signed:

Date :

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 AND PERSONAL INFORMATION

North Sydney Council is collecting your personal information for the purposes of processing an application or submission. The supply of personal information is entirely voluntary. If you elect not to provide or do not wish to provide your personal information, Council may not be able to process your application or act on or acknowledge your submission. North Sydney Council shall be regarded as the agency that holds your personal information and access to your personal information by interested parties, may be released in line with Council policies. North Sydney Council may publish any personal information included in a submission on a proposal or proposed development. You have a right to access your personal information held by Council. You also have a right to have your personal information corrected or amended by Council. Applications by members of the public to view Council's records which are not in the public arena are subject to the provisions of *Privacy and Personal Information Protection Act 1998*, *Government Information (Public Access) Act 2009* and North Sydney Council's Privacy Management Plan.

I have read and understand the Privacy Statement

Signed: _____

Date: _____

SECTION 3 - INSURANCE DETAILS

All hirers must have public liability insurance. In some instances, individuals can pay a “casual” public liability insurance fee.

N.B. This does not apply to incorporated bodies, clubs, associations and commercial users of any kind (refer to Section 5 - Conditions of Hire).

A copy of the Certificate of Currency must be included with the application at the time of lodgement.

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 \$20 million (AUD).

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: _____ Date: _____

(on behalf of)

N.B. A copy of your Certificate of Currency must be included when lodging your application.

Hire of Community Facilities - Mess Hall - Application Forms and Conditions

Service Provider's Indemnity and Certificate of Currency Details

This form needs to be completed by each **paid** service provider you have engaged in conjunction with your booking. This may include but is not limited to musicians, caterers, photographers 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.

Contact:	Email:
Business Name:	Mobile:
Service to be provided (e.g. photographer);	
Location of Event:	Date of Event:

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.

CERTIFICATE OF CURRENCY DETAILS

Insurance Details

Complete this form, giving details of your public liability insurance.

Insurance Information

As a service provider I am insured for legal liability to the public in respect of personal injury and property damage for a limit of indemnity of not less than \$20 million (AUD).

Name of Insurance Company:	
Public Liability Policy No:	
Period of Insurance from:	to:
Limit 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.

Signed:	Date:
---------	-------

N.B. A copy of the current Certificate of Currency and completed service indemnity form **must** be forwarded to Council no later than one week prior to the event date.

RESOURCE AND FACILITY HIRE

Credit Card Deduction Authority



APPLICANT AUTHORISATION:

I/We, _____

Company Name: _____ ABN (if applicable): _____

Address: _____ Suburb: _____ Postcode: _____

Mobile: _____ Telephone: _____

- 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.
 - understand and acknowledge that:
 - it is the responsibility of the customer to ensure that **CLEAR** funds are available in the account on any due date.
 - any debit which is dishonoured will be reversed from the account and a dishonour fee will be charged to the account.**
- N.B. The bond refund will be returned to the cardholder unless advised (in writing) to do otherwise.

Signed: _____ Date: _____

PRIVACY STATEMENT

North Sydney Council is collecting your personal information for the purposes of processing an application or submission. The supply of personal information is entirely voluntary. If you elect not to provide or do not wish to provide your personal information, Council may not be able to process your application or act on or acknowledge your submission. North Sydney Council shall be regarded as the agency that holds your personal information and access to your personal information by interested parties, may be released in line with Council policies. North Sydney Council may publish any personal information included in a submission on a proposal or proposed development. You have a right to access your personal information held by Council. You also have a right to have your personal information corrected or amended by Council. Applications by members of the public to view Council's records which are not in the public arena are subject to the provisions of Privacy and Personal Information Protection Act 1998, Government Information (Public Access) Act 2009 and North Sydney Council's Privacy Management Plan.

I have read and understand the Privacy Statement

Signed: _____ Date: _____

Credit Card Service Fee

Council charges a 0.75% service fee, inclusive of GST on transactions using Visa & MasterCard (credit, debit and prepaid)

BALANCE: MASTERCARD VISACARD

Card Number: _____ / _____ / _____ / _____ Expiry Date: _____ Amount \$ _____

Cardholder's Name: _____ Cardholder's Signature: _____

Please specify the amount to be deducted. This form is destroyed as soon as the payment is processed. A new form will need to be forwarded if subsequent payments are made by credit card.

BOND REFUNDS (if applicable): Refunds can only be refunded into a bank account (i.e. not directly back onto your credit card)

I would like my bond refund by cheque (to the address above) I would like my bond refund by EFT

ACCOUNT NAME: . _____ BSB No. _____ ACCOUNT NO. _____

COUNCIL USE:

RESOURCE HIRED:			DATE:			
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	\$				
					Total:	\$
Date:	Receipt No.		Amount Paid: \$			
Correspondence No.	Booking No.		Film No.			

SECTION 5 - 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 ACCESS TO THE VENUE

In order to ensure the safety of all site users, vehicle access onto the site is not permitted unless prior permission has been granted and a Council Officer is present.

Please ensure that the correct entry and exit times are stated on the form and allow sufficient time for setting up prior to your event and cleaning afterwards. The building's energy management system monitors energy consumption constantly and provides Council with an accurate record of occupancy. Use of the venue outside the approved booking times will incur additional fees. Council Rangers will attend the site shortly after the nominated exit time to ensure the facility is secure.

If hirers encounter problems with access, Council Rangers can be contacted on 9936 8100 for assistance with opening and closing the venue in accordance with the information supplied in your application form.

3 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/by minors is prohibited and will result in police action.

4 AMENDMENT FEE

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

Amount Payable: \$25.00 (per amendment).

5 APPROVAL

All requests are confirmed in writing and a receipt forwarded to you on approval.

The ranger services department will be advised of your book one month prior to the event date.

6 BARBECUES/NAKED FLAMES

Under no circumstances shall there be any burners such as barbecues or spit roasts, fireworks or other inflammable materials, fog or smoke making devices allowed in any Hall/Room unless approved by Council.

Spits and barbecues are permitted for use, outside the facility only.

Candles are permitted only when concealed within a glass receptacle.

Candles on birthday cakes are permitted under direct supervision of the licensee.

Sparklers and/or naked flames are not permitted with the facility.

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

7 BONDS

All function bookings require payment of a bond. The bond will be returned to you in full providing that all conditions of hire are met. 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.

Hire of Community Facilities - Mess Hall - Application Forms and Conditions

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 when it has been confirmed all conditions have been adhered to.

The hirer is responsible for the conduct of those attending functions.

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.

No cigarette advertising is allowed.

Decorations can only be hung from picture rails. They must not be hung from lights or fans.

Confetti or the like is prohibited.

Ice must be kept in leak-proof containers.

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

- returning all tables and chairs as found
- 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.

The Centre is to be vacated during the last hour of the hired period, otherwise a penalty hourly rate of \$100 will apply and such extra charges will be deducted from the bond.

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

8 BOOKING A VENUE

All bookings must be applied for in writing, by completing the application form and pay in full. 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 has general information on hiring and a downloadable application form.

Your booking will not be determined until the application form and payment are received. Once approved you will be sent a booking confirmation with a booking reference number within 7 working days.

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 fully refund any money held.

9 CANCELLATIONS

In the event of a cancellation \$100.00 will be retained by Council for administration costs. There is no refund if the booking is cancelled within one month of the event date.

Hire of Community Facilities - Mess Hall - Application Forms and Conditions

10 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.

11 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.

12 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 either deduct monies from the bond, or invoice the hirer for repair and/or cleaning costs.

13 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 Caretakers Cottage or Mess Hall are 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.

14 DECLARED STATE OF EMERGENCY

In the event of a declared state of emergency the State Emergency Services (SES) may require the use of the adjacent Mess Hall at short notice. In these circumstances the hirer will be required to vacate the building at short notice. Council will refund any monies received.

15 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.

16 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.

17 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.

18 FOOD AND DRINK

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

19 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 otherwise).

The hirer is not to allow furniture or equipment to be removed from the Mess Hall or obtain furniture from other rooms in the centre, unless approved by Council.

Hire of Community Facilities - Mess Hall - Application Forms and Conditions

20 GARBAGE BINS

These are essential for any event where food and drink are served. Each bin caters for up to 30 guests. As North Sydney Council is committed to environmental sustainability, hirers are responsible for minimising waste generation and separating recyclables for disposal in the mixed recycling bins provided free of charge when hiring general garbage bins from Council.

21 HIRING FEES

All venues are subject to hourly hire fees. Refer to the front page of this 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

22 HIRING RESTRICTIONS - INDIVIDUAL VENUES

The Coal Loader Centre for Sustainability has been primarily developed as a community resource for the promotion, education and engagement of people in practicing environmental sustainability. Use of the Mess Hall and its facilities for activities that are not aligned with this core objective will be assessed on a case-by-case basis.

Mess Building

The State Emergency Services (SES) has exclusive use of this on-site facility (the Mess Hall) during the following hours:

- Monday 5:00pm to 11:00pm
- Saturday 8:00am to 5:00pm

Declared Emergencies:

In the event of a declared emergency the SES may require use of this facility at short notice. In these circumstances the hirer will be required to vacate the building at short notice. Council will refund any monies received.

23 HOURS OF USE

Hiring times to include time required for setting up, dismantling, cleaning, etc. The hirer does not have access to the room outside the approved hire period. The buildings energy management system monitors energy consumption constantly and provides Council with an accurate record of occupancy duration. Use of the venue outside the approved booking times will incur additional fees.

24 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.

25 LATE FEE

In addition to the daily fees, you may also need to pay a 'Late' fee. Late fees are payable if the booking is received within one month of the event date.

Hire of Community Facilities - Mess Hall - Application Forms and Conditions

26 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.

27 NOISE

All venues have restrictions on noise (see hiring restrictions - individual venues). Please be considerate towards local residents and leave the building as quietly as possible. Amplified music is prohibited.

28 OUTSTANDING

The outstanding document (e.g. completed service provider forms/certificate of currency etc) must be forwarded not later than one month prior to the event date.

29 PUBLIC LIABILITY INSURANCE

All hirers must have public liability insurance.

If your booking is on behalf of an individual, you will need to pay an additional Public Liability Insurance fee to Council. Council has this form of insurance in place for the majority of casual hirers.

A “casual hirer” is defined as a hirer of Council facilities hiring a resource less frequently than once per calendar month or no more than 12 times per calendar year.

Please note the hirer will have to pay an excess of \$2,000 on any claim. Inappropriate behaviour of the hirer may void the insurance. This cover does not apply to incorporated bodies, clubs, associations nor commercial use of any kind.

30 PROBLEMS ON THE DAY

Please contact Council immediately if you experience any problems. If you need to contact ranger urgently telephone 9936 8100 (i.e. Council’s main switchboard number).

Calls made to this number outside business hours will be diverted to an off-site call centre (which is based outside the North Sydney Council area). The operator will pass a message to the ranger on duty.

31 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. The timber balcony attached to the Caretakers Cottage has a maximum carrying capacity of 100 people standing.

32 SMOKING

In accordance with the Smoke-free Environment Act 2000 and Council’s Smoking in Public Places Policy smoking is prohibited within four metres of the pedestrian access point to public buildings. Penalty notices may be issued to any person who fails to comply with these terms.

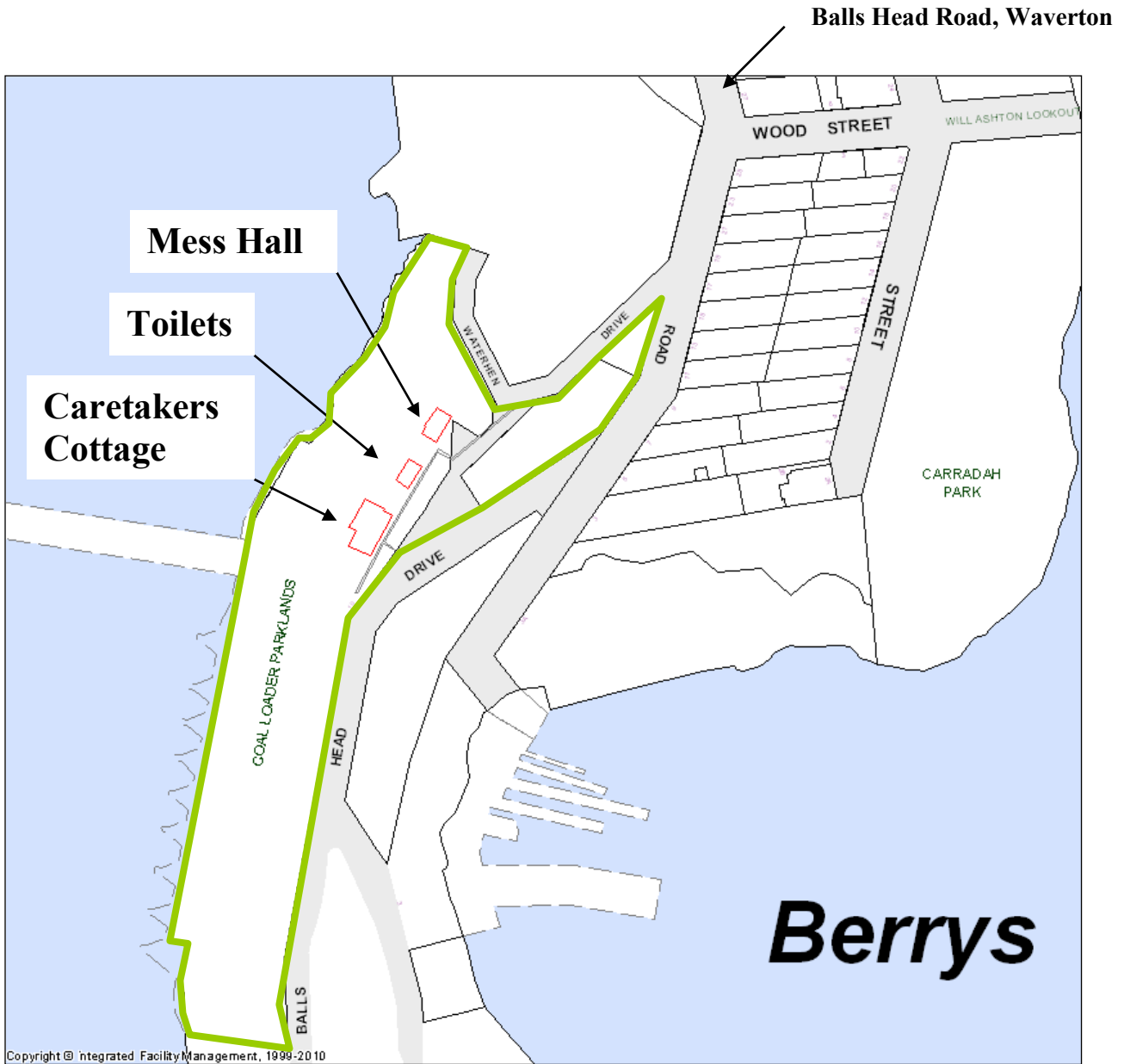
All Council venues are smoke-free and no smoking is permitted inside the building. Smoking is permitted outside the venue, but the hirer is responsible for ensuring all cigarette butts are collected and removed.

The hirer is responsible for ensuring that no smoking is permitted in any Council facility.

THE COAL LOADER CENTRE FOR SUSTAINABILITY

Learn from the Past: Embrace the Future

LOCALITY MAP



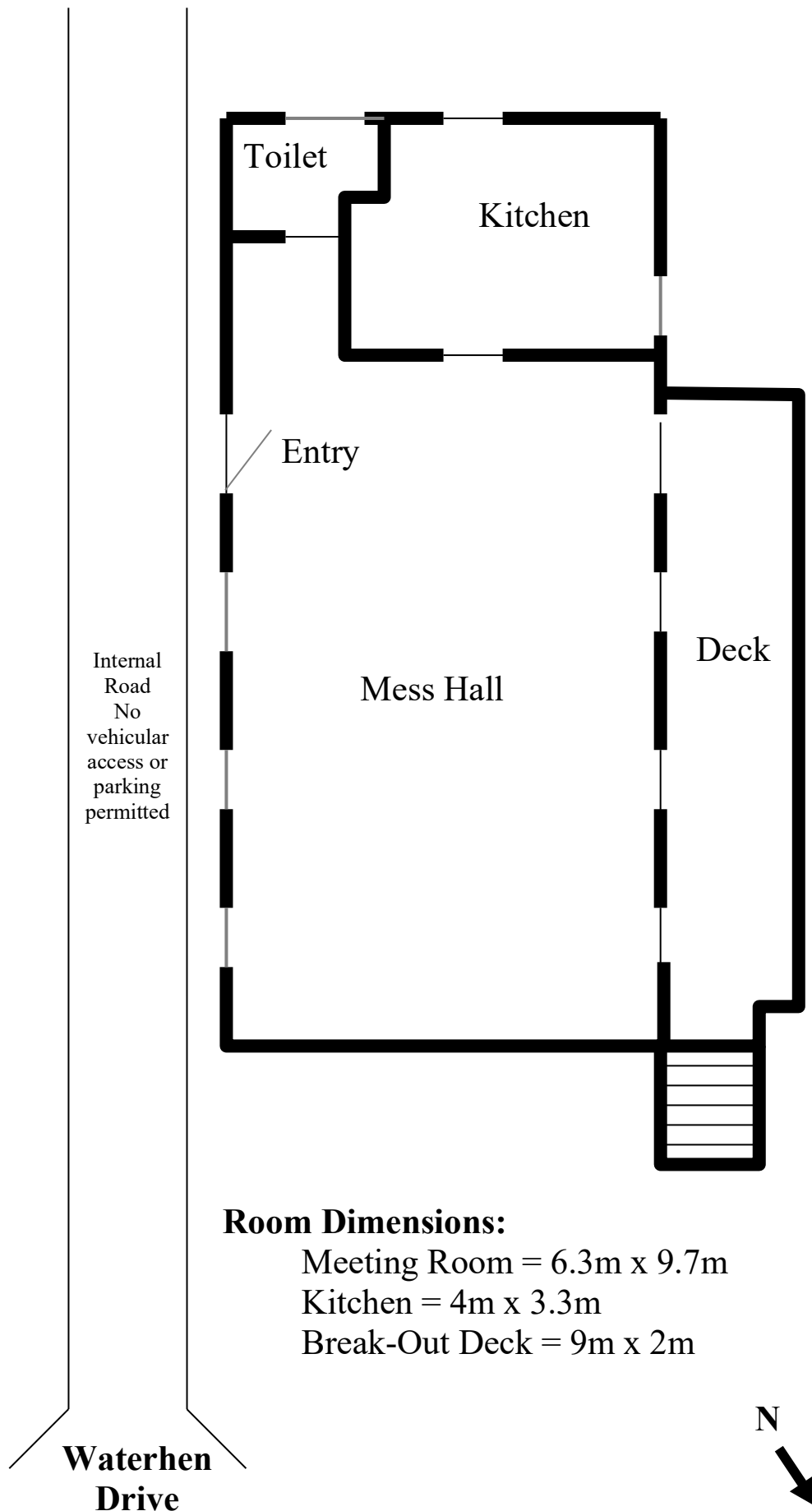
Approx. Scale 1:2,500

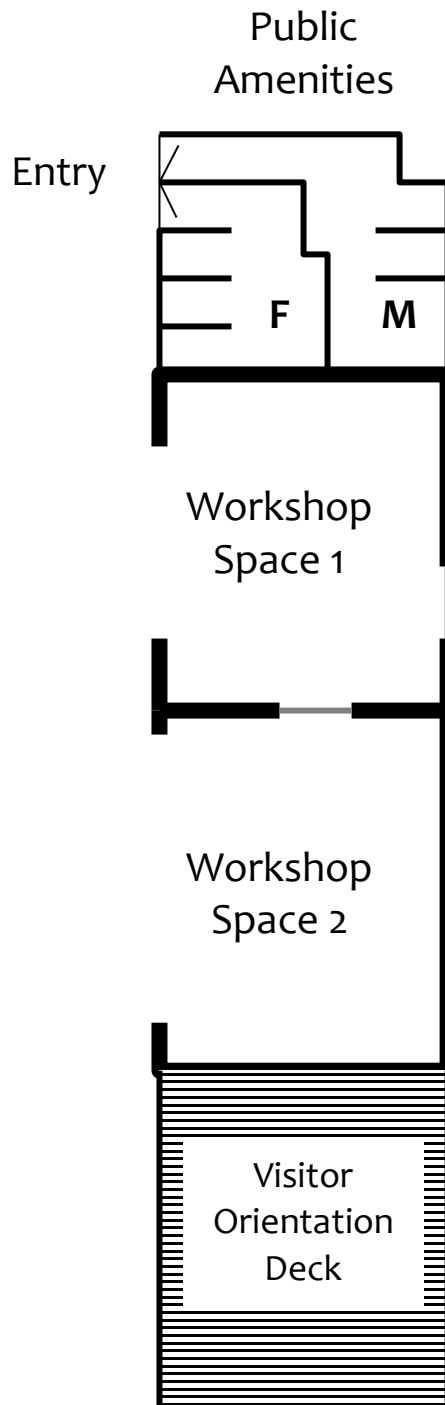


The Coal Loader Centre for Sustainability is located near the end of Balls Head Drive in Waverton (2060) on the right-hand-side, just before entering Balls Head Reserve.

The Centre is an easy 10 minute walk from Waverton train station, heading south along Bay Road.

Drop-off points are situated on Waterhen Drive and Balls Head Drive. Limited on-street parking is also available on Balls Head Drive and Balls Head Road.





Room Dimensions:

Public Toilets = 6m x 5m

Workshop Space 1 = 6.6m x 6m

Workshop Space 2 = 7.5m x 6m

Visitor Orientation Deck = 7m x 7m