



## Hire of Community Centres

|  |  |
|--|--|
| ◆ <b>Cremorne Early Childhood Centre</b><br>108 Parraween Street, Cremorne | ◆ <b>Forsyth Park Community Centre</b><br>Montpelier Street, Neutral Bay         |
| ◆ <b>Kendall Community Centre</b><br>Warwick Avenue, Cammeray              | ◆ <b>McMahons Point Community Centre</b><br>165 Blues Point Road, McMahons Point |
| ◆ <b>Neutral Bay Community Centre</b><br>190 Military Road, Neutral Bay    |  |

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

This form includes four sections:

1. applicant's details
2. indemnity
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 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.

### **FEES FOR 2022/2023**

| Centre                          | Room                     | Mon - Fri        | Sat & Sun        | Code |
|---------------------------------|--------------------------|------------------|------------------|------|
| Cremorne Early Childhood Centre | Small Meeting Room       | \$63.00 per hour | \$69.00 per hour | 257  |
| Forsyth Park Community Centre   | Hall                     | \$75.00 per hour | \$80.00 per hour | 255  |
| Forsyth Park Community Centre   | Meeting Room             | \$53.00 per hour | \$58.00 per hour | 255  |
| Kendall Community Centre        | Hall                     | \$63.00 per hour | \$69.00 per hour | 252  |
| McMahons Point Community Centre | Upper Hall*              | \$75.00 per hour | \$75.00 per hour | 258  |
| Neutral Bay Community Centre    | Hall with Stage          | \$58.00 per hour | \$75.00 per hour | 254  |
| Neutral Bay Community Centre    | First Floor Meeting Room | \$53.00 per hour | \$58.00 per hour | 254  |

\* Not available on New Years Eve

|  |              |
|--|--------------|
| Garbage Bin hire (bins are essential when serving food or drink) | \$70.00 each |
| Bond (for functions at Forsyth Park, Kendall and McMahons Point) | \$500.00     |
| Casual Insurance (Public Liability)                              | \$48.00      |
| Late Fee   | \$25.00      |
| Cancellation Fee   | \$50.00      |
| Amendment Fee  | \$25.00      |

### **Please Note:**

- The above fees are applicable until 30/06/2023 (GST Inclusive).

- Cancellation/Amendment Fees are non-refundable.

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 5 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.

**SECTION 1 - APPLICANT'S DETAILS**

Individual/Organisation: \_\_\_\_\_ ABN (if applicable) \_\_\_\_\_

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

Contact: \_\_\_\_\_ Position: \_\_\_\_\_

Postal address: \_\_\_\_\_ Suburb: \_\_\_\_\_ Postcode: \_\_\_\_\_

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

Phone No: \_\_\_\_\_ Mobile No: \_\_\_\_\_

Venue/Room(s): \_\_\_\_\_ Purpose: \_\_\_\_\_

Date required \_\_\_\_\_ Number of people: \_\_\_\_\_

Entertainment: \_\_\_\_\_ Number of bins required: \_\_\_\_\_

Arrival time: \_\_\_\_\_ Departure time: \_\_\_\_\_

Number of Service Providers: \_\_\_\_\_

Please 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 it can be left blank (the details to be provided no later than one month before the event).

| Paid Service to be provided                      | Name | Indemnity | Council Use Only |             |
|--|------|-----------|------------------|-------------|
|  |      |           | Insurance        | Expiry Date |
| <input type="checkbox"/> Caterer                 |      |           |                  |             |
| <input type="checkbox"/> Guest Speaker           |      |           |                  |             |
| <input type="checkbox"/> Children's Entertainer  |      |           |                  |             |
| <input type="checkbox"/> Photographer            |      |           |                  |             |
| <input type="checkbox"/> Amusement Device        |      |           |                  |             |
| <input type="checkbox"/> Jumping Castle          |      |           |                  |             |
| <input type="checkbox"/> Animal Farm (Pony Ride) |      |           |                  |             |
| <input type="checkbox"/> Other                   |      |           |                  |             |

I have read and understand the conditions (Section 4 of this form). I understand that if any of the conditions are breached, the permit may be cancelled.

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

| <b><u>FOR COUNCIL USE</u></b>        |                              |
|--------------------------------------|------------------------------|
| <b>Fees and Charges</b>              | <b>Final Payment Details</b> |
| Code: _____ Hourly Fee: _____        | Amount Paid: _____           |
| Code: 253 Public Liability Insurance | Date: _____                  |
| Code: 249 Litter Bin \$ x            | Receipt No: _____            |
| Code: 103 Bond                       | Booking Reference No: _____  |
| Code: _____ \$                       | Correspondence No: _____     |
| Total: _____                         | Litter Bin Ordered: _____    |
| Comments: _____                      |                              |
| _____                                |                              |
| _____                                |                              |

**COMMUNITY CENTRE QUESTIONNAIRE**

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

1.           What is the purpose of hiring the facility?  
\_\_\_\_\_
2.           Will the event be open to the public?                            Yes    No  
\_\_\_\_\_
3.           Will there be any form of payment, entry fee or a condition of entry?                            Yes    No  
\_\_\_\_\_
4.           Will the event be advertised?    Yes    No  
\_\_\_\_\_
5.           Will food be served?    Yes    No  
\_\_\_\_\_
6.           Will alcohol be served?    Yes    No  
\_\_\_\_\_
7.           Will there be fundraising?    Yes    No  
\_\_\_\_\_
8.           Will there be any music/entertainment?                                Yes    No  
\_\_\_\_\_
9.           Will there be equipment/structures brought into the facility?                                Yes    No  
\_\_\_\_\_

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

**SECTION 2 - INDEMNITY**

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

Name of applicant:

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(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:

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**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:

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**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: |

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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: \$      |     |

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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: |
|---------|-------|

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**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.

**SECTION 3 - INSURANCE DETAILS – ORGANIATION:**

All hires 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 4 - 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.

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)*



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# LITTER BIN HIRE

## Code 249

### CONTACT

|                             |                      |           |
|-----------------------------|----------------------|-----------|
| Name:                       | ABN (if applicable): |           |
| <hr/>                       |                      |           |
| Company:                    |                      |           |
| <hr/>                       |                      |           |
| Address:                    | Suburb:              | Postcode: |
| <hr/>                       |                      |           |
| Telephone (during b/hours): | Mobile:              |           |
| <hr/>                       |                      |           |
| Email:                      |                      |           |
| <hr/>                       |                      |           |

### LOCATION

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### FUNCTION DETAILS

|                          |
|--------------------------|
| Number of Bins Required: |
| <hr/>                    |
| Date of Function:        |
| <hr/>                    |

**FOR COUNCIL USE**

|                       |                       |
|-----------------------|-----------------------|
| Processed by:         | Date Ordered:         |
| <hr/>                 | <hr/>                 |
| Cost per Bin: \$70.00 | No. of Bins Required: |
| <hr/>                 | <hr/>                 |
| Amount Paid: \$       |                       |
| <hr/>                 |                       |
| Receipt No:           |                       |
| <hr/>                 |                       |
| Date:                 |                       |
| <hr/>                 |                       |

# 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    | \$          |           |                               |               |           |
|                    |                                |             |           |                               | <b>Total:</b> | <b>\$</b> |
| Date:              |                                | Receipt No. |           | Amount Paid: \$               |               |           |
| Correspondence No. |                                | Booking No. |           | Film No.                      |               |           |



**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 AMPLIFICATION**

Live bands and/or amplification of any kind (this includes microphones, loud hailer and/or megaphones) is strictly prohibited.

**3 ACCESS TO THE VENUE**

Council Rangers are responsible for opening and closing the venue according to the information supplied in your application form. Ensure 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.

**4 APPROVAL**

All requests are confirmed in writing and a receipt forwarded to you on approval.  
The ranger services department will be advised of your booking one month prior to the event date

**5 ALCOHOL**

Alcohol may be consumed at the venue but not sold. No alcohol is to be consumed at all outside the venue (Includes verandahs and foyers).  
The sale, supply and/or consumption of alcohol in Council's facilities to minors are prohibited and will result in police action.

**6 AMENDMENT FEE**

Bookings that are amended after they have been approved in writing will incur an "amendment" fee.  
Amount Payable: \$25.00 (per amendment).

**7 ANIMALS IN CENTRE**

No animals shall be allowed in the Centre except animals trained to assist people with disabilities.

**8 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.

9 BONDS

All party bookings for Forsyth Park, Kendall and McMahons Point Community Centres 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.

The bond will be forfeited in full if the building is sub-let. 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 all guests attending the function.

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

Cigarette advertising is strictly prohibited.

Decorations can only be hung from picture rails. They must not be hung from lights or ceiling 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 to storage
- 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 \$100.00 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.

10 BOOKING A VENUE

All bookings must be applied for in writing, by completing the application form and paying 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](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 deposit have been received. On approval you will be sent a confirmation letter and a Booking Confirmation/Receipt(s) within 7 working days.

Use the booking reference 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 refund any money held in full.

11 CANCELLATIONS

In the event of a cancellation \$50.00 will be retained by Council for administration costs. There is no refund if the booking is cancelled within one month of the event date.

12 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.

13 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.

14 CLEANING

All venues hired 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.

In the case of damage or a venue left in an untidy condition, 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.

15 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.

16 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.

17 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.

18 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.

19 FOOD AND DRINK

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

20 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.

21 GARBAGE BINS

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

22 HIRING FEES

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)

23 HIRING RESTRICTIONS - INDIVIDUAL VENUES

**Cremorne Early Childhood Centre**

- To be hired for meetings only.

**Forsyth Park Community Centre**

- Premises must be vacated at midnight Saturday, 8.00 pm Sunday (i.e. all cleaning completed and doors closed).
- All drinks to be served in plastic cups only (no glass permitted).
- No amplified music permitted.
- 16th to 25th birthday parties must have security personnel present. The security personnel must be registered and professionally trained (please provide a copy of their certification/accreditation when submitting your application). All functions must be registered with local police.

**Kendall Community Centre**

- Children's parties i.e. from 1-12 years of age permitted but not after 6pm.
- No amplified music permitted.
- "Mature" age functions only.
- All events must finish at 10.30pm Monday to Saturday and 6pm on Sundays (i.e. all cleaning completed and doors closed).

**McMahons Point Community Centre**

- Premises must be vacated at midnight (i.e. all cleaning completed and doors closed).
- All drinks to be served in plastic cups only (no glass permitted).
- No amplified music permitted.

**Neutral Bay Community Centre**

- To be hired for meetings/classes only, functions are prohibited.

24 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.

25 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.

26 INSURANCE/CERTIFICATE OF CURRENCY

All hires must have public liability insurance.

If your booking is on behalf of a company or organisation, you will need to include a copy of your Certificate of Currency.

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 twelve times per calendar year.

The hirer will have to pay an excess of \$2000 on any claim. Inappropriate behaviour of the hirer may void the insurance. This cover does not apply to incorporated bodies, clubs, associations nor commercial users of any kind.

The Certificate of Currency must include:

- Insurer
- Name of the Insured
- Policy Number
- Expiry Date
- Sum Insured in \$AUD (legal liability to the public in respect of personal injury and property damage)
- Situation (area of cover)

27 JUMPING CASTLES/AMUSEMENTS

A permit is required if you wish to have an amusement device. No amusement devices are to be brought into the area without prior approval from council.

Conditions:

1. Castles must be wholly within the park (and not on the road/car park).
2. The castle must not be driven onto the park (i.e. it must be carried on).
3. A copy of the operator's licence and certificate of currency must be received by council prior to making your final payment. All providers/operators must also sign the indemnity form.
4. Ground pegging is not to be used (they are to be weighted down with sandbags) as there may be underground watering systems installed.
5. The applicant must make consultation with the supplier so that an appropriate location can be selected.
6. The castle must not interfere with any other functions on the park.
7. The area must be left clean and tidy at the completion of any activities.
8. Any damage must be rectified.

28 LATE FEE

A late fee (\$25.00) is payable if the booking is received within one month of the event date.

29 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.

30 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 strictly prohibited.

31 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.

32 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.

33 PUBLIC SAFETY

The hirer is responsible for the conduct of their guests during the hire period. Council is not responsible for any loss or damage to property belonging to guests within the venue during the hire period. 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.

34 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.