

COUNCIL POLICY



Policy name	Cultural Precinct Venue Hire
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Abstract

This policy outlines clear guidelines and parameters to ensure a consistent and coordinated approach to the management and hire process of venues within Council's Cultural Precinct.

Dates	Policy or amendment approved	15 Nov 2023
	Policy or amendment takes effect	15 Dec 2023
	Policy is due for review (up to 4 years)	15 Nov 2027
Endorsed by	Executive Leadership Team (ELT)	
Approved by	Gunnedah Shire Council at its Ordinary Meeting held on 15 Nov 2023 Resolution number: 11.11/23	
Policy Custodian	Director Planning and Environmental Services	
Relevant to	Council staff Councillors Public	
Superseded Policies	Cultural Precinct Venue Hire, Adopted 21 February 2018, Resolution No: 08.02/18	
Related documents	Gunnedah Shire Council Statement of Business Ethics Gunnedah Shire Council Work Health and Safety Council's Cultural Precinct – Terms and Conditions of Venue Hire, Council's Smoke-Free Environment Policy; Council's standard Payment Terms and Conditions, Schedule of Fees and Charges	
Related legislation	Local Government Act 1993 Child Protection (Working with Children) Act 2012 Smoke-Free Environment 2000 (and Regulations) Gaming and Liquor Administration Act 2007 Liquor Act 2007 Food Act (and Regulation) 2003 Plastic Reduction and Circular Economy Act 2021	

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1. Purpose

1.1 This policy outlines clear guidelines and parameters to ensure a consistent and co-ordinated approach to the management and hire of venues within Council's Cultural Precinct.

1.2 Its purpose is to:

- (a) Provide a streamlined approach to the provision and exchange of information with hirers, including maintaining relevant terms and conditions for each venue;
- (b) Ensure hirers adhere to policy, terms and conditions and provide information on a timely basis to ensure adequate staffing and other logistical needs can be met;
- (c) Provide professional, holistic venue management and to keep abreast of industry standards and procedures; and
- (d) To ensure Council assets are maintained and preserved through the appropriate use of venues, with consideration of economic and community benefit.

2. Scope

2.1 This policy applies to all Council employees, Councillors and the general public.

2.2 It pertains to Council's Cultural Precinct venues, namely; the Town Hall, Smithurst Theatre, Creative Arts Centre, Studio Room, Meeting Room, Mooki Room and Civic Theatre.

2.3 This policy should be read and used in conjunction with Council's Cultural Precinct - Terms and Conditions of Venue Hire.

3. Definitions

Australian Business Number (ABN)	An Australian Business Number is a single identifying number, which is used by businesses to interact with government departments and agencies.
Association	A group of individuals who voluntarily enter into an agreement to form a body (or organisation) to accomplish a purpose.
Casual hire	Hire occurring less frequently than twelve (12) times per calendar year.
Certificate of Insurance	Certificate issued by an insurance company or its agent that verifies that a certain insurance policy is in effect for stated amounts and coverage, and names those insured.
Club	A formal association of people with similar interests.
Council	Gunnedah Shire Council
Commercial	Refers to an activity or entity that is concerned or engaged in commerce.
Community	Generally refers to not-for-profit groups whose members reside within Council's Local Government Area.
Hire	To engage the temporary use of; or part of; a Council owned venue for a fee.
Incorporated	Consolidating two or more things; union in (or into) one body; formed into a legal corporation.
One-off booking	Specific time and date and not a repetitive booking.
Public Liability Insurance	Protects your business against claims from customers, suppliers or the public arising from accidents, property damage or injuries that occur during your business activities.
Regular hire	Repetitive bookings of more than twelve (12) times per calendar year.
Responsible Venue Officer(s)	Person(s) appointed by Council to manage the Cultural Precinct Venues.
Schedule of Fees & Charges	Council's Schedule of Fees & Charges as adopted each financial year which identifies the type and amount of fees Council may charge for a service.
Venue Hire Agreement	Completed Booking Form together with Council approval and any further imposed terms and conditions (included by Council as a result of a risk assessment of the proposed use).

3.1 Organisations eligible for discounted community hire rates per councils Schedule of Fees & Charges are defined as follows:

- The organisation must be local to the Gunnedah Shire; it may also be a local chapter of a larger national or international organisation, and;
- Must be a not-for-profit community group or registered charity undertaking an activity that provides genuine community benefit or be a genuine charitable endeavour, or;
- Council has determined by resolution to classify the group as being eligible for the discounted community rate on a one-off or ongoing basis.
- Proof of not-for-profit or charity status will be required at the time of booking in the form of the organisations ABN.
- To receive discounted community rate organisations must provide proof of not-for-profit or charity status, or Council determination of eligibility prior to the commencement of the event. Failure to do so will result in full rate being charged in accordance with Council's adopted Fees and Charges.

3.2 All other hirers are, by default, classified as Commercial and subject to the full commercial hire fee.

4. Policy Principles

4.1 Gunnedah Shire Council ("Council") aims to provide venues that are accessible to local residents, groups and services and which encourage participation by, and meet the needs of, the local community.

4.2 As the trustee of public assets, Council is committed to the continued development of venue management, infrastructure and care of all venues and amenities within its Cultural Precinct.

4.3 It is intended that through adoption of this policy and a structured venue hire process, that Council achieved a number of positive outcomes including:

- (a) Transparent procedures, making communication and the venue hire process an effective, efficient and satisfactory experience for all parties;
- (b) Meeting Council's workplace, health and safety requirements and adequate maintenance and protection of Council's assets;
- (c) Venue management that is accountable and responsible;
- (d) A balance of the needs and interests of Council, hiring groups, neighbourhood amenity and legislative requirements;
- (e) Contribution to Council's reputation as an arts and cultural hub and to cultural development within the area; and
- (f) A healthy and active community participating in a diverse range of recreational and cultural activities.

5. Policy Statement

5.1 Availability of venues

- 5.1.1 Council has a number of venues available within its Cultural Precinct for community and commercial hire that vary in age, design, size and in the facilities they offer. Venue details can be found on Council's website or enquiries can be made through Council's normal customer service channels.
- 5.1.2 Application may be made to Council seeking hire of any venue (s) on a casual or regular hire basis (see Section 5.3).
- 5.1.3 Applicants need to be aware however, that possible limitations exist on venue hire during any regular hire period (see Section 5.9).

5.2 Additional services

- 5.2.1 In addition to venue hire, Council does offer a level of equipment hire, catering, chair covers/table cloths hire, on-site supervision/attendance and set up/clean up services. Charges relating to these additional services are outlined within Council's adopted Schedule of Fees & Charges.
- 5.2.2 Requests for any of these services need to be made in consultation with the responsible Venue Officer(s) and included on the Cultural Precinct Venue Booking Form (see Section 5.3).
- 5.2.3 Council is able to provide (at a fee) basic set up of any sound and lighting for events but hirers are responsible for the operation of the equipment and professional assistance (engagement of a Sound and Lighting Technician) is advised.

5.3 Procedure for making an application to hire

- 5.3.1 Any person(s) wishing to hire a venue need to complete the relevant Cultural Precinct Venue Booking Form.
- 5.3.2 The Booking Form asks for a number of particulars as well as allows for a selection from a range of different services relating to the proposed hire. Applicants may attach a separate document outlining any additional requests to be considered by Council.
- 5.3.3 Organisations wishing to make an application for regular hire of a facility may do so, including bookings for a twelve (12) month period, at the expiry of which, they will have the option to renew their Hire Agreement provided all terms and conditions (including the provision of proof of insurance) have and can continue to be met.

- 5.3.4 Attached to the Booking Form are Council's Cultural Precinct - Terms and Conditions of Venue Hire (applicable to all Cultural Precinct venues). By signing the Booking Form, the applicant undertakes to abide by all terms and conditions stated. If the booking is for use by a sporting body, club, association, corporation or incorporated body, then the Booking Form must be completed and undertaking given, by a duly authorised representative of that entity.
- 5.3.5 On receipt of a completed Booking Form, Council will make a determination on whether to accept the booking based on venue availability, suitability and the responsible Venue Officer's risk assessment of the proposed purpose of the facility hire.
- 5.3.6 Applicants will be advised of the outcome of their application via email writing by the responsible Venue Officer(s).
- 5.3.7 No booking is confirmed until the Booking Form is received by Council and the applicant receives an email confirming their booking. If the Booking Form is not received the booking will be automatically cancelled.

5.4 Hire Agreement

- 5.4.1 The completed Booking Form once signed by the hirer and approved by Council, together with any further imposed terms and conditions (included at the discretion of the responsible Venue Officer(s) following a risk assessment of the proposed use), form the Venue Hire Agreement between Council and the hirer.
- 5.4.2 If a hirer wishes to alter the details of their Agreement, they must apply to do so via email to the responsible Venue Officer(s).
- 5.4.3 The hirer shall not sub-let the facility or transfer the hiring to another.
- 5.4.4 Where the hirer appoints a representative to run an activity on their behalf, the hirer named in the Hire Agreement is responsible for ensuring that their appointed representative is aware of and adheres to all conditions during the period of hire.
- 5.4.5 Hirers must be eighteen (18) years or older.
- 5.4.6 Any dispute arising between the hirer and Council in relation to this Policy or the venue hire shall be referred to the Director Planning and Environmental Services whose decision on the matter shall be final and conclusive.
- 5.4.7 Each booking needs to include any set up, pack up and cleaning times. Access to the venue before or after your hire period is not permitted unless prior arrangements have been made with Council.

- 5.4.8 Hirers are responsible for any damage caused to the venue or any fixtures, furniture or equipment excluding reasonable wear and tear. Any damage will be repaired by Council at your cost and will be included in the invoice or deducted from the security bond. We recommend you take photos of any damage you notice prior to your event and notify the responsible Venue Officer(s).
- 5.4.9 All hires must comply with Council's;
- a. Statement of Business Ethics
 - b. Work Health and Safety Policies

5.5 Access to Venue

- 5.5.1 Hirers are only entitled to access and use the particular part(s) of the venue on the date(s) and time(s) as specified in their Hire Agreement and only for the purpose as outlined within. Council reserves the right to permit any other portion of the venue to be hired at the same time.
- 5.5.2 The Hirer shall vacate the premises by the agreed time set out in the Hire Agreement. All equipment brought in by the hirer must be removed from the premises no later than the finishing time specified in their Hire Agreement. Evening functions are to vacate the premises by 12:00 midnight. Specific arrangements to extend time or to leave equipment onsite must be agreed via email by the responsible Venue Officer(s) prior to the conclusion of the event. Any extension of time or failure to vacate the premises at the agreed time shall incur an additional fee (based Council's adopted Fees and Charges Schedule).

5.6 Insurance requirements

- 5.6.1 Hirers are liable for themselves, their employees and any contractors whom they engage in relation to the event. It is their responsibility to obtain and keep current insurance against such liability during the term of the Hire Agreement and ensure that all contractors under their direction are similarly insured.
- 5.6.3 Hirers must obtain and maintain Public Liability Insurance cover of \$20 million. This Policy MUST name Council as an interested party and be submitted with your application for hire.
- 5.6.3 A copy of the insurance certificate(s) must be provided to the responsible Venue Officer(s) of the hired facility prior to the commencement of the hire.

5.7 Hire fees

- 5.7.1 Hire fees are in accordance with Council's schedule of adopted Fees and Charges which is subject to change as determined by Council. This document lists the applicable fees for Commercial hire, Community hire and hire by subsidised Community Groups as per Council Agreement. It also includes the relevant fee(s) for additional services offered by Council associated with venue hire. Please Note: All

Community and subsidised Community Groups will need to provide proof of not-for-profit or charity status, or Council determination of eligibility prior to the commencement of the event. Failure to do so will result in full rate being charged in accordance with Council's adopted Fees and Charges.

5.7.2 For information on Council's current Fees and Charges, applicants can visit Gunnedah Shire Council's website or discuss directly with the responsible Venue Officer(s).

5.7.3 The hirer acknowledges that all charges have been calculated in accordance with Council's schedule of fees and charges for the financial year. If the venue is booked for an event after July of any year the amount payable for that function may be increased by Council to reflect the current fees and charges at the time of the event.

5.8 Payment of fees

5.8.1 An invoice for hire fees will be forwarded to the hirer per the name and address on the Hire Agreement.

5.8.2 Quotes may be requested by hirers however final invoices will only be issued at the conclusion of the hire and will incorporate any additional fees incurred by the hirer during the hire period.

5.8.3 For regular bookings, invoices will be issued on a monthly basis.

5.8.4 Invoices issued are payable within thirty (30) days of the date of the issue on the Invoice. Council's standard Payment Terms and Conditions apply.

5.9 Cancellations by Council

5.9.1 Some of Council's venues occasionally play host to special events e.g. annual festivals, elections, traveling productions etc. which may result in the need to cancel or change a regular hirer's booking.

5.9.2 Wherever possible at least two (2) weeks' notice of cancellations or changes will be given and an alternative venue will be offered. Where this is not possible or not taken up by the hirer, fees for that particular

booking will not be charged (or where paid, a refund provided). No other compensation will be given.

5.9.3 The decision on whether to cancel a booking in preference for another or to move an existing booking to another venue will be based on the responsible Venue Officer's assessment of overall community benefit.

5.9.4 Council also reserves the right to cancel a Venue Hire Agreement and any future bookings, at any time, for any breach of the terms and conditions on the part of the hirer.

5.10 Cancellations by hirers

5.10.1 Should the hirer wish to cancel their booking, they may do so by notifying the responsible Venue Officer(s) via email with fourteen (14) days' notice. If less than fourteen (14) days' notice is received, 50% of the venue hire fee will be invoiced. If less than seven (7) days' notice is received the hirer will be invoiced 100% of the hire fee.

5.10.2 In addition to hire fees, where Council has incurred any expenses in relation to the cancelled event (e.g. purchasing equipment, extra catering supplies or a skip-bin) the full cost of those expenses will be passed on to the hirer.

5.11 Security bond (refundable)

5.11.1 Council reserves the right to request that a security bond be paid by the hirer based on a risk assessment of the proposed purpose of the facility hire.

5.11.2 Should a security bond be required, it will be charged in accordance with Council's adopted Fees and Charges and is to be paid by the hirer at least fourteen (14) days prior to the facility booking as a security against any damage, repair or cleaning.

5.11.3 If there is no breach of the agreed terms and conditions of the use of the facility, the refundable security bond will be returned to the hirer within fourteen (14) days of the use of the premises.

5.11.4 If however the facility is damaged or requires cleaning by Council resulting from the hirer's use of the premises, the cost will be deducted from the bond.

5.11.5 If the damage or cleaning cost exceeds the bond, the hirer shall be liable to pay any further amounts in excess of the bond to meet the full cost.

5.12 Risk Management

5.12.1 All hirers will be taken through an induction of the venue being hired by the responsible Venue Officer(s) at the commencement of the hire period.

5.12.2 Induction will include the emergency evacuation procedure for the venue, provision of emergency contacts as well as any safety requirements specific to the venue being hired.

5.12.3 All persons attending the event/activity are the responsibility of the hirer. Hirers need to adhere to and ensure patrons adhere to all necessary safety requirements of the venue, as described during induction to the venue, including ensuring that emergency evacuation routes are kept clear and any spillages on floors are promptly

cleaned to prevent any slippages or potential incidents.

- 5.12.4 The number of patrons attending the venue during the hire period is not to exceed venue capacity.
- 5.12.5 Any accidents, injuries or incidents that occur at or around the venue within the hire period should be reported to the responsible Venue Officer(s) as soon as possible but no later than 24 hours from the conclusion of the event.
- 5.12.6 All hirers are to provide Council with a Risk Assessment, via email, for their event/activity.
- 5.12.7 Candles, gas cylinders, explosive devices, fireworks, firearms or any items with a naked flame are strictly prohibited. Theatrical Haze and Smoke machines are permitted with prior arrangement. The hirer will be held liable for any alarm activation resulting in a call out from emergency services due to any breach of hire or failure to notify the responsible Venue Officer(s) of their intention to use Theatrical Haze and Smoke machines. The cost of the emergency callout to attend to fire alarms will be charged to the hirer.

5.13 Storage

- 5.13.1 No guarantee of availability of storage is given. The hirer should request the availability of storage with the responsible Venue Officer(s).
- 5.13.2 The storage of any goods/equipment is undertaken at the owner's own risk. Council does not accept responsibility or liability for theft or damage to items stored in or left at the facility. It is recommended that users seek their own insurance cover for such items.
- 5.13.3 Council reserves the right to request the hirer to vacate storage at any time. Any items not collected by the hirer within the requested timeframe will be disposed of by Council.

5.14 Cleaning

- 5.14.1 Hirers must leave the premises in a clean condition, suitable for use by the next hirer. Floors must be swept and any loose rubbish must be picked up and placed in the bins provided at the venue. If extra bins are required, the hirer should request these from the responsible Venue Officer(s) of the facility being hired.
- 5.14.2 The hirer is required to ensure that all facility equipment and/or furniture is cleaned and neatly put back to how it was found unless told otherwise by the responsible Venue Officer(s).
- 5.14.3 If a hirer finds a facility in an unfit state they must report this to the responsible Venue Officer(s) as soon as possible. Photographic evidence should be provided where possible.

5.14.4 An Additional cleaning fee will be charged to the hirer as per Council's current Schedule of Fees and Charges if the venue is not left in a reasonable condition.

5.15 Keys

5.15.1 Keys may be available only for organisations that have a current regular hire agreement in place. Keys will be allocated at the sole discretion of Council and/or the responsible Venue Officer(s).

5.15.2 Hirers must collect and return keys at times pre-arranged with the responsible Venue Officer(s). Keys must be returned on time, to allow other people to hire the venue. If keys are not returned on time, the hirer may be charged further hire fees.

5.15.3 Keys are:

- Registered and CANNOT be copied; and
- NOT permitted to be passed onto other hirers/users of the facility.

5.15.4 The loss of any keys issued to hirers must be reported immediately to the responsible Venue Officer(s). If the keys are unable to be found within a reasonable time, the hirer will be liable to pay the cost of key replacement, or, in the case of a master key, the cost of re-keying the locks for the entire building.

5.16 Venue Lock Up down procedure

5.16.1 Where a hirer is responsible for locking up a facility, they must ensure that all windows and doors are locked. In addition, all lights, fans, heaters, air conditioning units etc. are to be turned off and alarms set where applicable. Failure to secure the venue may result in additional charges, in accordance with Council's adopted Fees and Charges, to cover staff, security or Emergency Service call out fees.

5.16.2 Appropriate instructions regarding necessary lock up procedures for a facility will be provided as part of the induction process prior to venue hire commencement.

5.16.3 Fees may be passed on to venue hirers that fail to correctly lock up the facility as Council incurs fees for any callout from our security company.

5.17 Parking

5.17.1 Parking is not available to hirers as part of the venue hire of any of Council's venues.

5.18 Supervision

5.18.1 The hirer is responsible for ensuring that children are always in the company of a responsible adult, and that access is monitored in an appropriate manner, including drop off and pick up of children to activities at the venue.

5.18.2 Hirers conducting activities for children are bound by NSW Child Protection Legislation and are required to undertake 'Working with Children Checks' for all persons working directly with children. It is the responsibility of the hirer to ensure this process is followed.

5.19 Food preparation/catering/alcohol

5.19.1 Hirers that are self-catering or using a catering service for an event at a Council venue must follow standard food safety practices when processing, handling and storing food as well as comply with any current requirements of the NSW Food Authority (including any necessary notifications or licensing).

5.19.2 Hired caterers are to provide their current Food Safety Supervisor's (FSS) Certificate and Public Liability Insurance to Council staff. Please note: The Food Safety Supervisor must be present for the duration of the food preparation and food service period. Not for-profit community and charitable entities are currently exempt from this requirement. Conditions apply. Please refer to www.foodauthority.nsw.gov.au for more information.

5.19.3 Any additional cooking equipment that the hirer is intending to bring to the venue for the preparation of food must be discussed and approved by the responsible Venue Officer.

5.19.4 The sale of alcohol on any Council premises is forbidden unless the hirer obtains the necessary permit from the appropriate authority.

5.19.5 Hirers must not allow the use of single-use plastics as per the Plastic Reduction and Circular Economy Act 2021.

5.20 Smoking

5.20.1 Per current legislation and Council's Smoke-Free Environment Policy, smoking is not permitted within the confines of Council's Cultural Precinct Venues or externally within four metres of entrances.

5.21 Advertising and Decoration

5.21.1 All advertising (including signs, banners, flyers, etc.) or decorations (and their method of adhesion) connected with the facility hire must be approved by the responsible Venue Officer(s).

- 5.21.2 Council reserves the right to request alteration or removal by the hirer of any such advertising or decorations that are deemed to be unsuitable or inappropriate.
- 5.21.3 Any damage will be repaired by Council at your cost and will be included in the invoice or deducted from the security bond. We recommend you take photos of any damage you notice prior to your event and notify the responsible Venue Officer(s).
- 5.21.4 The use of confetti, glitter, rice and metallic sprinkles is not permitted within the venue.

5.22 Lost property

- 5.22.1 Hirers are not permitted to enter the venue to collect (lost) property outside the agreed hire period without the express consent of the responsible Venue Officer(s). Any property found within Council's Cultural Precinct venues will be registered and retained by the Venue Officer for a maximum of three (3) months or until claimed by the owner upon satisfactory proof of ownership.

6. Accountability, Roles and Responsibilities

6.1 Policy Custodian

Council's Director Planning and Environmental Services is the Custodian of this Venue Hire Policy.

6.2 Roles and Responsibilities

6.2.1 General Manager

The General Manager is responsible for implementing the Council's decision in relation to adoption of this policy.

6.2.2 Director Planning and Environmental Services

The Director Planning and Environmental Services is the officer accountable for managing policy compliance and initiating the policy review process. They also have the responsibility for all aspects of policy implementation, unless appropriately delegated to another officer. This includes being the primary contact point for advice on the policy or its implementation; establishing and maintaining Council's records in relation to the policy; proposing amendments; and managing the consultation process when the policy is due for review.

6.2.3 Responsible Venue Officer – Delegated Cultural Precinct Staff

Are responsible for following all processes outlined within this Policy including:

- Fielding enquiries from the public regarding venues;
- Assessing applications for hire (including a risk assessment of the proposed purpose of the venue hire;
- Ensuring appropriate proof of insurance and/or any required licensing is provided to Council within required timeframe;
- Ensuring any bond is paid/refunded where necessary;
- Being the point of contact and ensuring effective communication with hirers throughout the whole of the hire process; and
- Escalating any concerns to the Director Corporate and Community Services.

6.2.4 Hirers

Responsibilities include:

- Ensuring they read, understand and comply with this Policy as well as all terms and conditions of their Hire Agreement.
- All hires must comply with Council's;
 - a. Statement of Business Ethics
 - b. Work Health and Safety Policies

7. Acknowledgements

The following acknowledgements are made recognising organisations or documents that have provided a basis, instructive comment or templates that have been used to develop Council's Venue Hire Policy:

- (a) Waverley Council Venue Hire, Expressions of Interest – Information and Procedures;
- (b) City of Sydney – Community venues - Conditions of hire;
- (c) Mackay Regional Council – Community Facilities – Terms and Conditions of Hire;
- (d) Port Stephens Council Conditions for Community Facility Use Agreement; and
- (e) Hobsons Bay City Council Art and Culture Venues Policy.
- (f) Eurobodalla Shire Council – Terms and Conditions of Hire – Council Facilities
- (g) Northern Beaches Council - Community Centres Terms and Conditions
- (h) Ballina Shire Council – Community Spaces - Terms and Conditions
- (i) Georges River Council - Terms and Conditions – Community Centre Venues
- (j) Lake Macquarie City Council – Conditions of Hire

8. Version Control and Change History

Date	Version	Approved by and Resolution No	Amendment
November 2017	Draft	Council Resolution 3.11/17	Exhibition
February 2018	V1.0	Council Resolution 08.02/18	
December 2022	V2.0	Council Resolution No. 11.11/23, 15 November 2023	Placed on Public Exhibition 16 Nov 2023 to 14 Dec 2023