# CESSNOCK

# OPEN SPACE AND COMMUNITY FACILITIES

# APPLICATION FOR USE OF COMMUNITY FACILITIES

OFFICE USE ONLY

Date	
J/N	
Amount \$	

Place stamp here (Office use)

DADT	4		NI T

APPLICANT DETAILS			
Name			
Organisation (if applicable)			
Street Address		PO Box	Telephone
Suburb	State	Postcode	Mobile
Email			

# PART 2 - COMMUNITY FACILITIES

FACILITY DETAILS Please indicate by 'X'				
Χ	Facility Name	Maximum Capacity		
	Abermain Plaza Hall	200		
	Bellbird Community Hall	171		
	Branxton Community Hall	294		
	Crawfordville Community Hall – Millfield	75		
	Ellalong Community Hall	49		
	Former Greta Courthouse	96		
	Greta Arts & Sports Community Hall	476		
	Kearsley Community Hall	100		
	Kurri Kurri Senior Citizens Hall	142		
	Laguna Community Hall	185		
	North Cessnock Community Hall	105		
	Pokolbin Community Hall	200		
	Weston Civic Centre	450 (Main Hall) 70 (Pensioners Hall)		
	Wollombi Community Hall	140		

# FUNCTION TYPE Please indicate with 'X' Meeting 18th Birthday celebration (subject to hall) School use 21st Birthday celebration (subject to hall) Playgroup Commercial activities Community event Function (Other)

FUNCTION DESCRIPTION Brief de	oscription of the f	unction					
FUNCTION DESCRIPTION BITEL OF	escription of the fo	unction					
			P #	RT	4 – HIRE	DET	AIL
DATE AND TIME REQUEST							
Period of use			1 1	to	/	1	
Monday			am/pm	to			am/p
Tuesday			am/pm	to			am/p
Wednesday			am/pm	to			am/p
Thursday			am/pm	to			am/p
Friday			am/pm	to			am/p
Saturday			am/pm	to			am/p
Sunday			am/pm	to			am/p
Additional set-up time required		hrs	Additional packing-up	time r	eauired		h
Frequency of hire (one-off hire, eve	rv Mondav)		1 0 1			<u> </u>	
*If the proposed function is to be he completed		aturday o	or Sunday evening, P.	ART 7	of this form N	1UST be	<i>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</i>
PROVISIONS							
Will alcohol be sold at the function					Yes		No
Will alcohol be served at the functio	n				Yes		No
Will alcohol be brought to the function	on by guests				Yes		No
Has security been hired for the function					Yes		No
If answered YES to any of the ques contained within the CONDITIONS certificates are obtained. If applicab Cessnock City Council.  No booking is confirmed until apprelevant Hall Management Comm	OF HIRE FOR Coule copies must be proval is receive	OMMUN e provide	ITY FACILITIES to er d to the relevant Hall	nsure a Manag	II relevant lice gement Comn	ences ar nittee an	nd nd/or
HIRE TYPE Please indicate by 'X'							
Hall per day			Chairs				
Hall per half day			Casual Hire	Casual Hirer Administration Fee \$30			
Hall per hour		Other fees (	Other fees (foyer, cutlery, sound equipment)				
Tables Bond							
<b>Note:</b> Bond (or balance of) will be roof the facility to the applicant.						aent insp	pection
Subject to the Management Commi			oreferred bond refund	l payme			
EFT	Cash	<b>1</b>			Cheque		
Account name							
BSB			Account number				
ORGANISATION				PAR	T 5 – IN	SUR	ANC
					Vos	, and the same of	No.
Is the organisation incorporated				Yes Yes		No No	
A copy of current public liability insulf the organisation is incorporated		Council v	vith a conv of its our	rent Di			
organisation is not incorporated, it is							

#### **CASUAL HIRER ADMINISTRATION FEE**

Private Individuals that are not involved in an organisation, wishing to utilise Councils sporting facility and recreation areas no more than once a month and no more than twelve (12) times per calendar year are required to complete and return Council's Application for Use Form and are subject to a casual hirers administration fee payable to Council.

I/We understand that any incident or accident which may lead to a casual hirer claim should be referred directly and immediately to Cessnock City Council at the earliest possible opportunity. Each and every claim incurs an excess of \$1,000 that is payable by the hirer.

I/We have read the Conditions of Use for Cessnock City Council Sport and Recreation Areas. I/We agree with the condition that each and every claim incurs an excess of \$1,000 that is payable by the hirer. I/We agree to abide by and be bound by those conditions and have paid the casual hirer administration fee of \$35.00 (inclusive of GST).

Applicant(s) Name Date

Applicant(s) Signature

Please note that Cessnock City accepts no responsibility for any personal injury, loss or damage to any property whatsoever belonging to either the hirer or any other persons attending the function. If you have any enquiries please call Council's Recreation Services Department on 02 4993 4234.

# PART 6 - AMUSEMENT DEVICES, RIDES OR COMMERCIAL OPERATORS

If a third party commercial operator will occupy the facility as part of the function, please provide the following information as well as a copy of the operator/supplier certificate of currency to this application form.

Description of the device/ride/service

Dimensions of the device/ride (if applicable)

Supplying company

Contact person

Supplying company's address

Supplying company's phone number

Public liability insurance company

Policy number Policy value Expiry date

# PART 7 - REGISTRATION OF FUNCTION

If the proposed function is to be held on a Friday, Saturday or Sunday evening, it must be registered on the Police NSW website.

Has the function been registered at the NSW Police Safe Party Registration website?

Party registration number (from Police NSW Safe Party Registration website)

# PART 8 - DECLARATION

# APPLICANT DECLARATION

I/We apply for approval to utilise a Cessnock City Council owned Community Facility described in this application. I/We declare that all the information in the application is to the best of my/our knowledge, true and correct.

I/We give consent to Cessnock City Council to use the application and documents, provided in support of this application for advertising and notification purposes.

I/We have read the Conditions of Hire for Cessnock City Council Community Facilities. I/We agree to abide by and be bound by those conditions.

Applicant(s) Name Date

Applicant(s) Signature

# **PRIVACY DISCLOSURE**

Council is subject to the *Privacy and Personal Information Protection Act 1998* (NSW) in dealing with your personal information. <u>Council's Privacy Management Plan</u> and <u>Privacy Statement</u> describe how the agency meets these obligations.

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Purpose	The information on this application for the use of community facilities form is being collected for the purpose of processing the application form.
Intended Recipients	Cessnock City Council
Supply	Voluntary
Consequence of Non-provision	If you do not supply the information, we will not be able to process your application.
Storage and Security	Your personal information will be kept in Council's Information Management System in accordance with the relevant legislation. Council's address is 62-78 Vincent Street CESSNOCK NSW 2325
Access	You may access, correct or update your personal information by visiting Council's website, contacting Council's Privacy Contact Officer on 4943 4100 or by sending an email to council@cessnock.nsw.gov.au.

# PART 9 - LODGEMENT INFORMATION

# **HOW TO LODGE YOUR APPLICATION**

General Manager Cessnock City Council PO Box 152 CESSNOCK NSW 2325

Address the application to

Lodge in person (between 9am – 4.30pm) at Council's Administration Building

Cessnock City Council 62-78 Vincent Street CESSNOCK NSW

Lodge by email council@cessnock.nsw.gov.au

Payment Method In person - Cash, Cheque, Mastercard, Visa, and/or EFTPOS. How to Contact Us Phone: (02) 4993 4100

Fax: (02) 4993 2500

Email: <a href="mailto:council@cessnock.nsw.gov.au">council@cessnock.nsw.gov.au</a>

www.cessnock.nsw.gov.au

#### **Office Hours**

9am to 5pm Monday to Friday
\*Payments are accepted until 4.30pm

#### Fees

Fees are calculated in accordance with Council's adopted fees and charges.

If you require further information regarding this request, please contact Council's Customer Service on (02) 4993 4100.



# CONDITIONS OF HIRE FOR COMMUNITY FACILITIES

#### **DEFINITIONS**

- "The Council" shall mean the Council of the City of Cessnock
- "The Hirer" must be any persons over the age of 18 years
- "The facility" refers to any of Council's Community Halls

# 1. EMERGENCY EVACUATIONS AND UNSAFE SITUATIONS

Hirers must familiarise themselves with the items listed below and advise those attending of the following:

- 1.1 Safe access, egress points and First Aid Kit location
- 1.2 Emergency exits, evacuation plan and external assembly point
- 1.3 Location of fire extinguishers and fire protection equipment (eg. Fire hose reels & fire blankets)
- 1.4 Remove yourself and guests in any unsafe situations
- 1.5 In case of emergency call 000

SAFETY of the hirer's guests is the hirer's responsibility whilst under the Hirers care and control

AFTER HOURS - Please contact Council on 4993 4100 or the Hall Management Committee.

#### 2. POLICE REGISTRATION, FUNCTIONS ONLY

Where it is proposed to sell, provide or have alcohol at a function or the function is to be held on a Friday, Saturday or Sunday evening the hirer is required to register the function on the Police web site: <a href="https://www.police.nsw.gov.au/online\_services/party\_safety/party\_registration">https://www.police.nsw.gov.au/online\_services/party\_safety/party\_registration</a> (see Part 7. Registration of Function - Application for Use of Community Facilities form)

#### 3. BOOKING INFORMATION

- 3.1 Applications are to be submitted to the relevant Hall Management Committee or Cessnock City Council (Bellbird Hall only)
- 3.2 Supply full particulars of the nature and the purposes for which the facility is being hired
- 3.3 Hire charges shall be in accordance with Council's adopted Fees and Charges
- 3.4 All charges for hire shall be paid strictly in advance
- 3.5 All booking approvals will be notified in writing to the applicant. Please allow ten (10) working days for applications to be processed
- 3.6 Council/Hall Management Committee shall be at liberty to refuse to hire the facility to any applicant
- 3.7 Council facilities are not available for overnight hire
- 3.8 Regular bookings may be made for a maximum period of twelve months at a time

# 4. CANCELLATIONS

- 4.1 Cancellations are accepted fourteen (14) days prior to a booking. Refund of any bond paid shall be at the discretion of the Council / Hall Management Committee
- 4.2 Regular Hirers are required to pay for each and every day they book unless fourteen (14) days notice is received

#### 5. BOND

- 5.1 The bond may be used in order to repair, make good any damages or losses, extra cleaning and any charges relating to security patrol call outs to the facility. The decision of Council is not restricted to the amount of the bond
- 5.2 The bond or the balance of the bond will be refundable within fourteen (14) days following the return of the keys and subsequent inspection of the facility

#### 6. KEYS

- 6.1 Can be collected from the Visitors Information Centre before 5pm Monday Friday 24 hours prior to the booking (Bellbird Hall only) or at an agreed time with the Hall Management Committee for all other facilities.
- 6.2 Return of the keys to Council / Hall Management Committee no later than two business days following the booking
- 6.3 A key deposit may be requested in accordance with Council's adopted Fees and Charges
- 6.4 Lost or damaged keys the hirer will be charged the full cost of replacement

The key register MUST be SIGNED before the hirer is issued any keys and countersigned upon return

### 7. CONDITIONS

- 7.1 The hirer is responsible for setting up, cleaning and putting away of all tables and chairs
- 7.2 Any Council equipment that is stolen or damaged (eg tables, chairs or fire protection equipment) during the hire of the facility will be at the hirer's expense to replace/repair the equipment
- 7.3 The hirer is responsible for the supervision and safety of any children and invitees at the function/event at all times
- 7.4 All passageways, aisles and exits must be kept clear and useable to ensure public and guest safety
- 7.5 Any equipment stored on site, short term or long term, is at the hirers own risk. Council accepts no responsibility for lost, stolen or damaged equipment stored within the facility
- 7.6 Only one electrical appliance is to be used in each power point. Appliances are not to be piggy backed into each other. Any modification to hirer's electrical equipment on site is to be carried out by a qualified electrician
- 7.7 Spillages must be immediately cleaned up to protect the floors and for WHS reasons
- 7.8 Nails, screws or any other fastenings including adhesive tape must not be driven into or attached in any way to the walls, floors, timberwork, furniture, fittings, appliances or apparatus
- 7.9 The use of candles at the facility is to be discussed with the Hall Management Committee or Council officers to obtain consent
- 7.10 Prohibited items: confetti, paints, chewing gum, pyrotechnics (fireworks), illegal substances, hazardous substances, firearms, barbeques or spit roasts lit anywhere inside the facility
- 7.11 No flammable liquid is to be left on site
- 7.12 Smoking is prohibited inside the building & within 10 metres of playgrounds and 4 metres of any pedestrian access point to a facility as per the *Smoke-free Environment Act 2000*. Any persons smoking outside the building must be clear of pedestrian access points, preventing smoke entering the facility
- 7.13 If the hirer engages any contractor, it is the hirer's responsibility to sight the contractor's current public liability insurance to cover works, catering, entertainment, amusement rides or security to be provided at the facility
- 7.14 No animals shall be allowed in the facility except animals trained to assist people with disabilities or if Council grants special approval
- 7.15 Subletting of the facility is prohibited

#### 8. NOISE

- 8.1 Noise shall be kept within acceptable limits during the hiring and when departing the facility
- 8.2 If the Police attend due to complaints received regarding the noise level than the hirer should immediately comply with any instructions from the Police
- 8.3 The use of any sound amplification equipment outside the building is strictly prohibited
- 8.4 The NSW Department of Planning, Industry and Environment Time Restrictions Noise Table states that musical instruments and electrically amplified sound equipment be turned off from midnight to 8am on Friday, Saturday or any day preceding a public holiday or 10pm to 8am on any other day

# 9. ALCOHOL AND FOOD CONDITIONS

- 9.1 Selling Alcohol at a Function A Liquor Limited Licence (Single Function) & Responsible Service of Alcohol (RSA) certificate is required which must be produced and sighted by Council to confirm the booking details. A Limited Licence (Single Function) must be lodged online or with the Local Court House at least four weeks prior to the function. Visit <a href="https://www.liquorandgaming.nsw.gov.au">https://www.liquorandgaming.nsw.gov.au</a> for further information
- 9.2 Alcohol may not be sold in the facility without a liquor licence (see Part 4. Hire Details Application for Use of Community Facilities form)
- 9.3 Sale or Supply of Liquor to a Minor is prohibited. Penalties apply as per the Liquor Act 2007 SECT 117
- 9.4 Hirers will comply with any requirements of the Food Act 2003 and the Food Regulation 2015. Information relating to this legislation is available at <a href="https://www.foodstandards.gov.au">www.foodstandards.gov.au</a>

#### 10. INSURANCE

- 10.1 Individuals or organisations wishing to utilise Councils Community Facilities as a casual hirer are subject to a casual hirers administration fee payable to Council. Casual hirer means any person or group of persons (not being a sporting body, club, association, corporation or incorporated body), who hires a Council facility for non-commercial or non-profit making purposes, less frequently than once per calendar month or 12 times per calendar year. E.g. parties, baby shower, celebrations etc
- 10.2 Regular hirers of the facility must provide a copy of their Public Liability Insurance with a minimum of \$20 million. Regular hirer refers to more than one booking per month and/or more than 12 bookings per calendar year by an individual and/or organisation

# 11. SECURITY

- 11.1 Where a function is deemed by Council as high risk such as 18<sup>th</sup> and 21<sup>st</sup> birthdays, the hirer may be requested, at their own expense, to hire a minimum of two registered Security Personnel to assist in maintaining a safe environment in and adjacent to the facility
- 11.2 Council will accept no responsibility for actions of persons engaged by the hirer, particularly, but not limited to, those engaged for the purposes of crowd control, commonly referred to as 'bouncers'

# 12. CONSENT

- 12.1 The following activities require consent from Council if:
  - 12.1.1 Working at heights: ladders, elevated platforms, scaffolding or rigging
  - 12.1.2 Working in designated confined spaces, below the stage area and roof cavity
  - 12.1.3 Using strobe or UV lights
  - 12.1.4 Working with overhead lights of stage area (if applicable)
- 12.2 Please apply in writing to Council fourteen (14) days prior to the booking with safe work method statements. Risk assessments must be completed on site before commencing any works and be retained in the event of an incident or future claim

#### 13. NSW CHILD PROTECTION LEGISLATION

User groups who provide services for children and wish to use or hire Council facilities must have appropriate Working with Childrens Check and have Child Protection policies or procedures in place. Council may request copies of policies or procedures for any bookings

#### 14. TIME OF HIRE

Unless otherwise specified the hire period must cease by 12 midnight. The hirer, guests and contractors must vacate the premises by 1am. Hirers wishing to extend their hire period must make special application in writing to the General Manager

#### 15. BEFORE LEAVING - CHECKLIST

15.1 The Hirer agrees to leave all areas of the premises hired in a clean and tidy condition <u>immediately</u> after the fundancess is unavailable after 9am the next day (unless otherwise approved by the Hall Management Committee or Control of the Management Control of the Manageme	
The following checklist will be the responsibility of the Hirer:	
All tables and chairs are cleaned stacked/folded and put away	4000
Frequently touched surfaces such as tabletops, door handles, light switches, desks, toilets and toilet doors, remotes, kitchen surfaces and cupboard handles are cleaned and disinfected	taps,
☐ Floors & Stage swept	
☐ Kitchen benches, sinks appliances and handles are wiped over and disinfected	
☐ Toilets cleaned and disinfected	
□ Decorations removed	
☐ Broken glass & cigarette butts picked up	
☐ All garbage bins emptied	
☐ All rubbish removed from the buildings	
□ Oven & refrigerator cleaned (if applicable)	
☐ All lights, air conditioners and fans are turned off	
☐ All windows are securely locked	
☐ All external doors are securely locked	
☐ All goods, materials and property brought into the facility for the function/event/booking removed	
☐ All external grounds/gardens are free of rubbish	
15.2 Any damage which occurs due to the non-compliance of this clause, will result in the Hirer having to meet all	costs
associated with the repairs and/or replacements as necessary	

# 16. DISPUTES

In the event of any dispute arising as to the meaning of any of these Conditions of Hire, or between the hirer and any representative of the Hall Management Committee, the decision of Council shall be final