



## 2017 User Agreement



*A Byron Shire Council community facility*

## **General Terms and Condition of Use**

### Bookings

Fees and charges apply for the use of all Council courts and facilities. Council's Fees and Charges are available on Council's website, at the reception desk of the Byron Shire Council building at 70-90 Station Street, Mullumbimby or at the Cavanbah Centre, 249 Ewingsdale Road, Byron Bay.

Bookings must be made on the Booking Form irrespective of whether a fee is charged. Changes and amendments to bookings must be provided in writing.

Full payment for the duration of time you wish to hire the facilities is required at the time of booking to secure hire. This includes set up and pack-down times required. Facilities not paid for at the time of booking will not be reserved.

Bookings are taken on a first come first serve basis.

### Booking Amendments

Byron Shire Council requires all amendments to bookings to be provided in writing at least 24 hours prior to the booking date. Approval of changes is dependent on availability and amendments are not confirmed until written acknowledgment is provided to the hirer by centre management.

### Cancellation and Refund Policy

Byron Shire Council requires written advice/request when a fee paying booking is cancelled.

Any booking cancelled 8 days or more prior to the booking date will not incur a cancellation fee. This will result in a full refund of hire charges less an administration fee of \$25.00.

Any booking cancelled 7 days or less to the booking date will result in a cancellation fee equal to 50% of the total booking cost.

Any booking cancelled with less than 24 hours notice given, will result in forfeit of the entire booking cost.

If Byron Shire Council receives a replacement booking at the time of cancellation, a refund may be arranged less an administration fee of \$25.00.

The Byron Shire Council may cancel, interrupt or stop an event due to dangerous situations or any other causes beyond its reasonable control. Such cancellation, interruption or stopping of event shall not entitle the hirer to make any claim whatsoever against the Byron Shire Council.

The Byron Shire Council will retain the right to determine the suitability of the courts for play and to declare, without further reference, consultation or compensation to the hirer, that the court is unfit or unsuitable for use.

## Insurance and Indemnity

### **Public Liability**

Hirers that fit one of the following descriptions must provide a copy of public liability insurance to the value of \$20 million dollars cover.

- Incorporated Groups;
- Companies;
- Organisations;
- Users undertaking physical activities;
- Individuals or Community Groups who utilise Council's community facilities more than 12 times per annum, or who do not meet the risk assessment requirements of their proposed event as determined by complex staff.

Please note: an excess of \$2000 is payable by hirers fitting any of the above descriptions, if a claim is made.

Byron Shire Council has extended its public liability insurance to allow individuals to utilise the community facilities, without the need to take out their own public liability insurance. Hirers fitting one of the following descriptions only will be accepted by the underwriter's conditions to the casual hire policy:

- Individuals accessing the sports courts on a casual hire basis;
- Individuals or Community Groups that hold meetings or host private functions within any of Council's community facilities on a casual basis (12 or less times per annum).

Please note: an excess of \$1000 is payable by the casual hirer if a claim is made.

### **Public Liability Insurance Declaration**

If you require your own insurance then a current copy of your Public Liability Insurance Policy's Certificate of Currency, showing cover to the value of \$20 million, must be supplied with the Booking Form in order to confirm your booking.

The insurance policy must be endorsed to have the interest of Byron Shire Council noted on the policy. Subsequent renewals must be forward to Council as renewed and kept current during the period of the Agreement:

### **Contents Insurance**

Hirers who store any equipment or perishables on Council premises are encouraged to take out contents insurance. Council takes no responsibility for the hirer's property left on Council premises nor is such property covered by Council's insurance.

### **Volunteers Insurance**

Any organisations or groups that engage the services of volunteers must attach evidence of volunteer insurance.

### **Indemnity**

The hirer shall be responsible for any injury, loss or damage sustained by any person involved in the hirers use of the facilities, other than such injury, loss or damage caused by factors outside the hirers control (to be determined by legal advice).In

doing so the hirer guarantees to hold Byron Shire Council, staff and representatives indemnified against any claim or demands which hereafter might be made from persons in connection with such activities.

The hirer shall be responsible for the condition of the booked facilities during the hire period, as well as any hazards created in communal areas (e.g. hallways, toilets, foyer). All hazards, spills or breakages will be reported to staff immediately.

### Pre-use Inspections

A designated person/club official must inspect all facilities. A Copy of the Pre-Use Inspection Checklist form for all users is attached to your booking form. It is a requirement of hire that you complete the Pre-use Inspection Checklist and provide to a staff member prior to commencement of your activity/event.

Large Events hirers will be required to undertake a more comprehensive risk assessment process with a staff member prior to final approval of their booking. If you have any questions about completing a Risk Assessment please contact us for assistance.

### Companion Card

Council support Byron Shire residents who have a disability. The Cavanbah Centre is an affiliate of the Companion Card program, and it is a condition of hire that a second admission ticket is issued to any cardholder at no charge.

### Health and Safety

*Inside the building and room hired, the hirer and users shall:*

- 1) Be aware of any inherent risks associated with the sporting and recreational activities. By participating the hirer and users are voluntarily accepting risks involved in such activities.
- 2) Behave in a manner that is safe, professional and respects the enjoyment and safety of all other people using the complex.
- 3) The hirer shall be responsible for the safety and conduct of each and every person in attendance at their event or activity.
- 4) Take note of Fire Evacuation Plans displayed near the door in each room hired. Avoid chairs, tables and equipment from obstructing fire exit, doors or fire fighting equipment.
- 5) Not tamper with any device or system designed for use in an emergency, such as fire alarms, fire extinguishers or fire hose reels. Staff must be advised if these are used in any way and the hirer will be charged the cost of inspection and repair and/or replenishing of equipment if used unnecessarily.
- 6) Report all injuries, safety issues or identified hazards to the complex staff when they are identified. An incident/accident form is required to be completed.
- 7) Provide its own first aid kit, appropriate for the number of participants and types of activities being undertaken.

## Emergency Procedures

In the event of an emergency:

- 1) Staff have the right to make emergency announcements over any sound system being used by the hirer.
- 2) If an alarm is activated, exit the building at the nearest exit point and proceed to the emergency evacuation assembly point. Directions from the Chief Fire Warden must be observed.
- 3) The hirer is responsible for all their participants, spectators and officials associated with their booking. In the event of an emergency / evacuation the hirer is responsible that each and every individual is accounted for and assembled in the emergency evacuation point indicated on the Fire Evacuation Plan.

## Code of Conduct

Hirers are ultimately responsible for each and every individual in attendance at their event, meeting or activity this includes participants, spectators and officials.

*It is the responsibility of the hirer to ensure:*

- 1) Children are supervised at all times.
- 2) Participants, spectators and officials are behaving in an appropriate manner in common areas of the complex; toilets, foyer, corridor and car park. This means no running, swearing, yelling, littering or any other form of disruptive or injurious behaviour.
- 3) Participants, spectators and officials do not cause damage to property, including graffiti.
- 4) Participants, spectators and officials do not arrive before the time of hire.
- 5) Participants, spectators and officials only use the designated space booked and paid for by the hirer, and do not use other rooms.

*The Cavanbah Centre staff reserve the right to:*

- 1) Request an appropriate dress code.
- 2) Refuse admission to and/or eject from the complex any person whose conduct is, or is deemed by the Council, to be unlawful, disorderly, dangerous or offensive without liability.
- 3) Not allow patrons to consume alcoholic or tobacco products. Alcohol and smoking is not permitted anywhere on the Cavanbah Centre. This includes inside the complex, outside the building, in the car park and on the sporting fields.
- 4) Approve / disallow the display of signage both indoors and outside the building.

## Use of the facilities

*During use of the complex facilities, the hirer shall:*

- 1) Seek staff approval for all equipment/furniture brought in and used by the hirer at the complex. A floor plan needs to be provided. All surfaces within the complex are to be protected from damages such as scratches. Equipment, chairs and tables etc must contain non-scratch, rubber stoppers or similar.
- 2) Label all stored equipment which is owned by the hirer.
- 3) Agree to abide by the hours of hire set out in the booking form. These are to be inclusive of set-up and pack-down times.
- 4) Only use the space set out in the booking form and for the activity outlined. Any activities or events outside of those outlined may require a separate booking form and user agreement and risk assessment undertaken.
- 5) Not attempt to enter any room other than the room and areas allocated.
- 6) Not use thumbtacks, staples, nails, screws, sticky tape or similar to fasten or adhere any material on walls, doors, floors or any other surfaces.
- 7) Not drag tables, equipment and stadium chairs across the floor. Always lift furniture or use the chair trolleys provided. If you cannot locate a trolley please ask a staff member to assist you.
- 8) Report any damages to the complex staff when they are identified.
- 9) Agree to adhere to all other conditions of entry, rules and etiquette as displayed or advertised throughout the complex.
- 10) Not exceed the maximum capacity for the space hired:  
Meeting Room 1 and 2 – 30 people  
Multi Function Room (MF1) – 92 people  
Multi Function Room (MF2) – 80 people  
Main Hall – 540 people if other rooms are in use  
Main Hall – 940 people if other rooms are not used

## Use of the facilities

*Before leaving your hired space the hirer shall:*

- 1) Remove all personal possessions prior to returning the key. Council holds no responsibility for possessions left or damaged at the complex.
- 2) Leave all of the rooms, courts, kitchenettes and the foyer clean and tidy.
- 3) Pay any additional reasonable cleaning fees if room, foyer and kitchenette are not left in order and a cleaner is required.
- 4) Pay for any damage sustained to the premises or equipment by the hirer or guests.

## Unaccompanied Minors

Any person under the age of 16 who wishes to use the facilities unsupervised must be of high school age and a parent / guardian must complete the Minor Casual Use Form.

## Regular Hirers

A regular hirer of The Cavanbah Centre is defined as a group, association, club, organisation, business or individual that hires the facility on a systematic basis approved by centre management and receives the block booking, discounted rate.

*Regular hirers are subject to the following conditions:*

- 1) Occasionally be asked to alter their booking to allow for "one off" events. If this occurs you will be given suitable notice and assisted by staff to make alternative arrangements.
- 2) Cancellations or amendments to regular bookings must be made in writing not less than 2 weeks (14 days) prior to the booking date, otherwise the hirer will be charged the full hire cost for the booking. Requests for changes to pre-booked dates and times must be made in writing to the [info@cavanbah.byron.nsw.gov.au](mailto:info@cavanbah.byron.nsw.gov.au). Approval of cancellations or amendments are not confirmed until written acknowledgement is provided to the hirer by centre management.
- 3) Fees and charges are set and passed by council and are subject to change each financial year.
- 4) If regular hirers do not pay their hirer fees in advance, Council may refuse renewal of hire. Council will not accept hire of any facility without prior payment. If the hirer is unable to pay the total amount of requested hire in full, a payment plan must be discussed and approved with centre management.
- 5) The regular hire schedule changes on a seasonal basis (summer and winter). If a regular hirer does not continue the same hire schedule as the previous years season, the hirer then relinquishes preference for these times for the following year.
- 6) All regular hire requests are subject to centre management approval.

## Events and Functions

*The hirer shall:*

- 1) Ensure that a responsible supervising adult is present during any under age function (number of supervising adults will be determined by the size and/or type of function).
- 2) Provide evidence of a liquor licence if alcohol is SOLD or SERVED at the function. The person(s) serving alcohol must have a RSA Certificate and this must be provided to staff when making your booking.
- 3) Allow patrons to consume alcohol only in those areas at the complex which are clearly indicated that alcohol consumption is permitted. A liquor licence needs to be provided with your booking.
- 4) Provide a licence for playing of "Protected Sound Recordings" through Phonographic Performance Company of Australia Limited (PPCA). This covers the playing of protected sound recordings at the event/function. Further information is available on the PPCA website [www.pcca.com.au](http://www.pcca.com.au).
- 5) Numbers need to be checked at the door if a crowd capacity is expected.
- 6) Agree to abide by the maximum sound pressure level permissible in the complex which is one hundred and five (105) decibels. All music must cease at 11pm.
- 7) Agree that the Council reserves the right to change any event set up if it impedes the flow of traffic or poses a risk to staff or the general public.

## Disclaimer

If the hirer does not comply with any of the conditions in the User Agreement, Council reserves the right to cancel the hire immediately. Council takes no responsibility for the loss of income, expected income or increased/decreased membership of the hire.

The hirer specifically releases Council from any claim which may arise in relation to default on the part of the hirer and the hirer agrees to indemnify and hold safe Council against any such claims.



## Large Events

Hirers who plan to hold a large-scale or special event will be required to liaise with Community Facilities Coordinator to ensure that all aspects of event management are considered and planned for. Large events can include a wide range of activities and events, however for the purpose of this policy, the guideline for recognition as a special event will be any of the following types of events:

- Community and Sporting Events
- Conferences, Expos or Trade Shows
- Musical, Theatrical or other ticketed Entertainment Events
- Private Events

Hirers may be required to show proof of planning for a range of considerations such as, but not limited to:

- Alcohol (Liquor Licensing)
- First Aid
- Hours of Operation
- Parking and Traffic Management
- Power
- Public Liability and Risk Management
- Additional and/or Temporary Structures
- Development applications
- Animals
- Food
- Noise Restrictions
- Pollution
- Security
- Waste Management
- Toilet facilities

The cost of any and all requirements placed on a Large Event will be the sole responsibility of the hirer. Should your hire of a Council facility be assessed as a Large Event, community facilities staff will discuss their requirements and liaise with you to ensure the relevant considerations are met prior to the approval of your event. Further information on the management of noise emissions for Large Events is available upon request.

All events exceeding 100 participants and finishing after 10pm require security guards for crowd control. Police are to be informed of a large event.