

**POLICY TITLE Hiring of Civic Precinct Facilities and Equipment****CATEGORY****ST085****112/212/25/7****OBJECTIVE**

To provide the public and users with information relevant to the hiring and use of Council owned facilities and equipment.

APPLICABILITY

This policy applies to all hirers of civic meeting rooms, equipment and the Civic Square outdoor areas; as well as the function spaces at the Orange Botanic Gardens.

GENERAL

Council makes available for hire civic facilities including the Council Chambers, Councillors Workroom, Committee Room 3, the East/West Rooms of the Regional Gallery and the Forecourt of the Library/Gallery building. Procedure for the hire of rooms within Orange City Library is covered under separate policy *Orange City Library – Community Use*. There are many other Council venues to which this policy applies.

For bookings of Council facilities, the following conditions apply.

- For bookings outside of normal business hours, the hirer is to meet the costs of a Council employee being available on-site to unlock the room, set up any computer equipment that may be required, remain on-site for the duration of the hire, and lock the room at the completion of the usage. The rates for this staff member, and all hiring costs, including any bond applicable, will be determined in accordance with Council's Management Plan, and will be subject to appropriate penalty rates.
- If any kitchen facilities are required, the hirer is to provide all refreshments. Council will provide crockery and it is the responsibility of the hirer to leave the facility in a clean and orderly state. Crockery used is to be washed and returned to the cupboard. Any breakages or damaged items will be replaced by Council at the hirer's cost.
- If any Council-owned computer equipment is required to be hired, a Council staff member is to set this up and will ensure the hirer can operate the equipment correctly. Any damage to equipment will be at the cost of the hirer.

PROCEDURE

The facility is booked through the Civic Theatre and the East/West Rooms can also be booked through the Gallery.

An "Inquiry Sheet for Venue Hire" form is necessary for all hiring not related to Council and/or Council's community committees.

On confirmation a booking is to be entered into the Events Perfect system for both internal and external bookings and an Event Sheet Confirmation is to be sent to the hirer for both internal and external bookings. A "Conditions of Hire" document is to be sent out to the hirer for all external bookings.

The fee is applicable to all hirers with the exception of Council and Council's designated community committees.

The fee will be set each year as part of Council's Management Plan process and will be on a full cost recovery basis. Council reserves the right to amend the rates at any time.

All policies can be reviewed or revoked by a resolution of Council, at anytime.
This document is scheduled for review in September 2012



Bookings made for the entire year will be subject to the rate applicable at the time of hire and not the date of the reservation.

Payment for hire is to accompany the completed hire form.

RELATED POLICIES/DOCUMENTS

Council's Policy Orange City Library – Community Use
Management Plan for current fees & charges

Responsible Area – Human Services

	DATE	RESOLUTION	REVISION	DATE	RESOLUTION
1	January 2009	09/453	2		



INQUIRY SHEET FOR VENUE HIRE

(IE: COMMITTEE ROOM, CWR, OFC, OBG, EAST/WEST ROOMS, NORTH/SOUTH COURT, CIVIC SQUARE GROUNDS)

CONTACT DETAILS			
NAME			
CONTACT			
ADDRESS			
TOWN		POST CODE:	
PHONE	AM:	PM:	

ORANGE FUNCTION CENTRE			
TYPE OF FUNCTION		PAX	
COMMENCEMENT DATE		TIME	
TERMINATING DATE		TIME	
REHEARSAL DAY		TIME	
INVOICED		INVOICE DATE	
OTHER INFORMATION			

COMMITTEE ROOM 3			
TYPE OF FUNCTION		PAX	
COMMENCEMENT DATE		TIME	
TERMINATING DATE		TIME	
CATERING		COST	
EQUIPMENT		COST	
OTHER INFORMATION			

COUNCILLOR'S WORKROOM			
TYPE OF FUNCTION		PAX	
COMMENCEMENT DATE		TIME	
TERMINATING DATE		TIME	
CATERING		COST	
EQUIPMENT		COST	
OTHER INFORMATION			

CLOVER HILL FUNCTION CENTRE			
TYPE OF FUNCTION		PAX	
COMMENCEMENT DATE		TIME	
TERMINATING DATE		TIME	
FEE		DUE DATE FEE	
BOND		DUE DATE BOND	
SECURITY		KEYS RETURNED	

GARDEN AREAS			
TYPE OF ACTIVITY		AREA HIRED	
COMMENCEMENT DATE		TIME	

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TERMINATING DATE		TIME	
VEHICLE ACCESS		DUE DATE	
FEE		DUE DATE FEE	
BOND		DUE DATE BOND	

CONTACT DETAILS			
NAME			
CONTACT			
ADDRESS			
TOWN		POST CODE:	
PHONE	AM:	PM:	

HISTORIC CHURCH			
TYPE OF FUNCTION		PAX	
COMMENCEMENT DATE		TIME	
TERMINATING DATE		TIME	
FEE		DUE DATE FEE	
BOND		DUE DATE BOND	

EAST ROOM			
TYPE OF FUNCTION		PAX	
COMMENCEMENT DATE		TIME	
TERMINATING DATE		TIME	
INVOICED		INVOICE DATE	
OTHER INFORMATION			

WEST ROOM			
TYPE OF FUNCTION		PAX	
COMMENCEMENT DATE		TIME	
TERMINATING DATE		TIME	
INVOICED		INVOICE DATE	
OTHER INFORMATION			

EAST/WEST ROOM			
TYPE OF FUNCTION		PAX	
COMMENCEMENT DATE		TIME	
TERMINATING DATE		TIME	
INVOICED		INVOICE DATE	
OTHER INFORMATION			

NORTH COURT			
TYPE OF FUNCTION		PAX	
COMMENCEMENT DATE		TIME	
TERMINATING DATE		TIME	
INVOICED		INVOICE DATE	
OTHER INFORMATION			

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SOUTH COURT			
TYPE OF FUNCTION		PAX	
COMMENCEMENT DATE		TIME	
TERMINATING DATE		TIME	
INVOICED		INVOICE DATE	
OTHER INFORMATION			

CIVIC SQUARE			
TYPE OF FUNCTION		PAX	
COMMENCEMENT DATE		TIME	
TERMINATING DATE		TIME	
INVOICED		INVOICE DATE	
OTHER INFORMATION			



**CONDITIONS OF HIRE
COMMITTEE ROOMS AND OUTDOOR AREAS**

Date:.....

- 1 That all areas of the venue are left in a clean and tidy condition. Should the venue be left in an unsatisfactory condition Council will arrange for contactors to clean the venue, the cost of which shall be met by the User.
- 2 Under no circumstances shall alcohol be permitted within the Northcourt / Southcourt or Civic Square Grounds areas.
- 3 For outdoor venues security will be the responsibility of the User, however in regard to the East and West Rooms and Orange Civic Centre committee rooms, Council staff will be provided to open prior to the event and secure all areas of the venue before departing.
- 4 Where keys are provided the User shall be responsible for securing all areas in and around the venue prior to departing.
- 5 The User shall ensure all due care will be taken to protect the interests of all persons involved in the use of the venue.
- 6 That the User conduct a safety inspection of the venue prior to the start of the event to ensure that the venue is fit for use for its intended purpose.
- 7 For outdoor venues the following is applicable:
 - o the User is to ensure that all marshals, staff, volunteers and participants are briefed in detail prior to the event.
 - o Use of a public address system is permitted provided the LA10 noise level emitted from the activity shall not exceed the 75dB(A) at the nearest Northcourt boundary.
 - o The speakers shall be fitted with a sound limiter and be directed away from adjoining residential buildings. Bass noise is to be kept to a minimum.
 - o The User shall liaise with Lyn Gough in respect of location and set up of tents and marquees
 - o Should the venue be declared unfit for use, the event shall not proceed and the User shall make contact with Council's Parks Supervisor, Lyn Gough immediately on 0417 419 030
 - o The User shall organise additional rubbish bins to be placed around the venue to cater for large numbers of people attending the function
 - o Vehicle access on the North Court grassed areas shall be restricted to show vehicles and essential service vehicles only. Under no circumstances shall any vehicle be permitted to drive across the underground stormwater channel without the prior consent of Council



Conditions of Hire

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1 Commencement of Use and Vacating of Venue

The User agrees to begin the event and vacate the designated event space at the scheduled times agreed upon. Should the event go beyond the agreed finishing time, and the following User is inconvenienced, the Council reserves the right to charge whatever costs are reasonably incurred to the User to ensure the smooth operation of the following function.

2 Force Majeure

Where matters beyond the reasonable control of Orange City Council shall impair or prevent the venue being able to perform its obligations under the event agreement, the User releases Council from any liability or loss incidental or consequential to such matters.

3 Health and Safety

Prior to commencement of the event the User is responsible for familiarising themselves with the evacuation plan for that venue and briefing all those present on the said Plan. In the event of an emergency all persons are to evacuate the building immediately (no exceptions). The evacuation is to be done in a quick and orderly manner. No person is to re-enter the building. Please take note of where all emergency exit doors are located.

All fire exits must be kept clear of rubbish, extraneous equipment and materials at all times.

Occupational Health and Safety regulations must be adhered to at all times.

4 Food

In regard to outdoor venues, should it be proposed for the User to sell food or have an organisation/s sell food on behalf of the User, it is requested that the proprietor of each stall make application to Council for a food stall permit.

Please contact Council's Administrative Assistant, Rachel Chiswell on 6393 8295 for an application form.

In regard to indoor venues, catering is the responsibility of the User unless otherwise arranged with the venue at the time of booking.

5 Amusement Devices

Should the User propose to have amusement devices operate at the event, under Section 68 of the Local Government Act 1993 the proprietor of each device shall make application to Council to install and operate an amusement device.

6 Damage/Insurance

Orange City Council will not accept responsibility for damage or loss to equipment or merchandise left on the premises prior to, during and after the event.

The User is financially responsible for the cost to repair any damage caused by the User, his agents or by any other person entering the venue in relation to the booking.



Conditions of Hire

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The User must repay to Council any sum of money reasonably incurred by the Council for making repairs to or making good any damage to the venue, except in the case of any fitting which was broken prior to the date of commencement of the booking period.

7 Insurance Policies

In relation to outdoor venue hire, the User shall provide Council with evidence of Public Liability Insurance Cover for the event (to a minimum of \$10,000,000) in the form of a Certificate of Currency with Orange City Council noted as an interested party.

The User must not do or leave undone or permit to be done or left undone anything, which might affect Council insurance policies relating to fire or public risk at the venue.

The User must indemnify Council to the extent that those policies are affected by any failure to comply with this obligation.

Workers compensation for both paid and volunteer staff, Personal Accident, Theft or Breakages insurances will be the responsibility of the User.

In addition they must indemnify the Council against all demands, claims, suits and actions which may arise from injury, death or damage caused to any person or property by the setting provided by the User.

8 Client Responsibility

The User is required to inform all relevant persons involved in the organising of the event of the terms and conditions attached to the approval.

9 Non Partnership or Tenancy

Nothing contained within this "Conditions of Hire" document is deemed to constitute a partnership between Orange City Council and the User or to create the relationship of landlord and tenant between them.

WITHDRAWAL OF APPROVAL

If the User commits a breach of any terms or conditions of this approval the booking may be terminated. If for any reason, not arising out of the wilful acts or default of the Council, the venue ceases to be available for the use by the User, the Council may give to the User notice in writing of the unavailability without there being any breach of this "Conditions of Hire" document.

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Conditions of Hire

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ACCEPTANCE OF CONDITIONS

I hereby declare that I have read, understand and accept the conditions for the use of
the stated in Council's "Conditions for Hire"
dated

Signed for and on behalf of -

Name (print) : _____

Signature : _____

Position : _____

Date : _____

Witness : _____