

TERMS AND CONDITIONS OF USE ALF ADAMS PAVILION

All hirers must familiarise themselves with these Terms and Conditions at the time of making an application for hire of Alf Adams Pavilion (the 'Pavilion'). If intended use of the venue is in conflict with any of these Terms and Conditions, the Hirer risks immediate cancellation of booking by the Town of Mosman Park ('The Town') and/or levy of penalty fees.

Application Information

Applications for private functions, such as birthdays, engagement parties, weddings, bucks/hens nights, graduations and anniversaries will not be accepted, unless deemed extraordinary by the Town. End of school year celebrations for senior students and any other function that the Chief Executive Officer deems to pose a strong risk to the facility or the amenity of the local area will also not be allowed. Wind-up functions by senior sporting clubs or associations will be permitted only where their function is in conjunction with an associated junior club.

The Pavilion is not a serviced venue and as such, the setting of rooms, catering requirements and cleaning must be undertaken by the hirer.

The Town accepts no responsibility in the event of a breakdown of services or utilities, but undertakes to exercise reasonable care and precaution in this regard.

Applications and Bookings

All applications must be made in writing on the official application form by a person aged eighteen (18) years and over.

In the event that the person making the application for a booking is acting on behalf of another (i.e. a presenter or facilitator and the applicant will not be attending the Pavilion on the day of the hire), please nominate the person who will be attending the event. This person will be responsible for adhering to the Terms and Conditions and the conduct of all persons at the facility during the booking period.

Application forms must be received by the Town at least fourteen (14) days prior to the first booking date. Community-based, not-for-profit organisations that provide a direct service to the local community may book the Pavilion a year in advance of their event date. Groups that generate profit from their activities may book the facility three months in advance. Any changes to the booking must be submitted in writing.

Submission of the application form does not guarantee that the booking will be approved. Bookings will be approved consistent with the criteria and priorities contained in the 'Hire of

Facilities and Public Open Space' Policy. The Town reserves the right to refuse to hire the Pavilion, without assigning any reason for such refusal.

The Town may, at any time, cancel any agreement for hire of the Pavilion. Hirers should note that the Pavilion is one of the Town's designated evacuation centres. Should an emergency arise within the Town requiring use of the facility, all bookings will be cancelled. Any notice of cancellation would be given at the earliest possible date, and any amount paid by way of a bond and/or hire charge would be refunded. The Town may not be held liable for any costs incurred by Hirers beyond these refunds.

Capacity of Building

Licensed maximum occupancy of the Pavilion is one hundred and fifty (150) individuals in the entire venue. This number is inclusive of all persons on the premises including hirer, catering personnel, presenters/facilitators and staff/volunteers assisting with the function. Under no circumstances shall the number of persons on the premises exceed the total permitted.

Times Available for Booking

The Pavilion is available for hire everyday between the hours of 8am and 1am. The hiring of the Pavilion outside of these hours may be negotiated at the discretion of the Town.

The deadline for evening functions at the Pavilion is midnight. The Pavilion, including all rooms and the kitchen, must be left in a clean and tidy condition and all persons must vacate the building by 1am to ensure minimal disturbance to surrounding residents.

Access to the Pavilion

The Hirer is permitted to access the Pavilion only at the booked times and dates, and only for the purpose stated on the booking application form. The booking must include all time required for set up and cleaning including delivery and collection of any equipment, food and beverages which are required for the applicant's function. Use of the venue beyond the booked times will incur extra charges.

The Hirer shall assume responsibility of the Pavilion and its contents at all times after the initial opening time. The building must not be left unattended within the approved hire period once it has been opened.

Keys and/or access cards will only be issued to a person aged 18 years or over on the provision of proof of identification at the Administration Building. The nominated hirer must advise in writing if another representative will be collecting the key and/or access card on their behalf. Keys shall be returned the next working day following the completion of the hire period.

Any loss or damage to keys and/or access cards must be reported to the Town the next working day following the loss/damage. Replacement cost will be at the hirer's expense.

Under no circumstances will access to the Pavilion be granted if payment has not been received prior to the booking commencement.

Fees and Charges

The fees for the hire of the Pavilion's rooms, furniture and property shall be at the rates as fixed by the Town in the Fees & Charges Schedule. This schedule of Fees and Charges is subject to regular review and may change without notice.

Bond

All Hirers of the Pavilion are required to pay a bond prior to their function/meeting, which will be refunded on completion of the hire period subject to the Hirer's compliance with these Terms and Conditions. The amount of the bond is specified in the Town's Fees and Charges Schedule.

If any additional cleaning or repair is necessary due to damage or replacement of missing/stolen items, part or all of the Bond will be retained and any costs over the above bond will be charged to the Hirer by invoice.

Should any dispute arise, the Bond will be held by the Town until the dispute has been resolved.

Cancellation of Booking

Cancellation of casual bookings must be submitted in writing. Cancellations made at least fourteen (14) days prior to the booking date will be charged 25% of the total hire fee. Bookings cancelled within fourteen (14) days will be charged the full hire fee.

For regular Hirers, if one-off cancellations are made to a booking at least fourteen (14) days prior to the booking date, no charges will apply. If cancellations or changes are made within fourteen (14) days of the booking date, the Hirer will be charged the full hire fee of their original booking. For permanent termination of bookings/activities at the Pavilion, the Town requires notice in writing at least thirty (30) days prior to the intended termination date.

Liquor Licence Requirement

No liquor as defined in the Liquor Control Act 1988 shall be brought into, or consumed in any portion of the Pavilion without approval from the Town of Mosman Park or an 'Occasional Liquor Licence' from the Department of Local Government, Sport and Cultural Industries.

A copy of the Liquor Licence must be supplied to the Town prior to the booked date. All Liquor Licences and approvals must be available for inspection during the event if requested.

Equipment Available for Hire/Use

The Town provides chairs and trestle tables for use which are included in the hire charges. The Town does not supply or hire audio visual equipment, tea towels, crockery, cutlery or glassware.

Electrical Equipment brought to the Pavilion

All proposed appliance used must be discussed with Town staff at the time of making an application for hire to ensure compatibility with venue power supply.

All electrical items brought into the Pavilion must be tested and tagged by a registered electrician in compliance with AS/NZS 3760 or other State requirements if this exceeds the standard.

Fixtures and Fittings

No person shall in any way damage, mark or deface any wall, door, window, furnishing or fixture which forms part of the Pavilion or the immediate surrounds.

No drawing pins, metal fasteners, hooks, screws, glue, strong adhesive tape or other fixing device may be used on any woodwork, windows or walls on any part of the building, furniture or fixtures. Should the Hirer be found to have used prohibited fasteners, the market rate required to remedy the damage will be deducted from the bond.

The Hirer must not affix anything that will have a structural impact to any internal or external surface of the Pavilion.

Insurance

All hirers are required to have Public Liability Insurance of at least ten million dollars (\$10,000,000) to cover any function at Alf Adams Pavilion. Documentation of coverage must be returned with the Booking Application. Bookings are not confirmed until all documents are received.

Regular Hirers of the Pavilion are required to provide up-to-date Certificates of Currency of their Public Liability Insurance for the full term of their booking.

The Town is able to provide liability insurance coverage free of charge to any group that meets all the following criteria:

1. Your group is not a sporting body, a club, an association, a corporation or an incorporated body;

2. Your group wants to hire the Pavilion for non-commercial and non-profit making purposes; and
3. Your group hires the Pavilion less frequently than once per calendar month or twelve times per calendar year.

To receive liability insurance coverage from the Town, groups must indicate their need for Casual Hirers Liability Insurance on their application form.

The Hirer shall not commence any action, notice, demand, proceeding or make a claim of any nature against or to the Town and shall not hold the Town liable for any loss, damage, charge, liability, payment, cost or expense in relation to the hire or use of the facility.

The Hirer acknowledges that the insurance, if any, of the Town in relation to the facility or otherwise may not be sufficient to protect either the Town, the Hirer or any other person in relation to any act, omission, conduct, happening or event at the facility for the duration of the hire period or at any other time.

Hirers are also responsible for the insurance of their equipment and supplies.

Parking

Parking at the venue is permitted in marked bays only. Vehicles must not park on the oval or in front of the access driveway to the oval to ensure complete access for emergency vehicles.

Cleaning and Leaving the Pavilion

Persons responsible for hiring the Pavilion must ensure that the areas used are left in a clean and tidy condition. All rooms and the kitchen area must be cleaned and all rubbish placed in the external bins provided. Rubbish bins are conveniently located outside the kitchen door in a bin enclosure.

The Hirer must ensure that furniture is returned to the position in which it was found. Chairs and tables should be properly stacked in the designated storage area at the end of the hire period.

Floors must be left in a clean and tidy condition. Cleaning equipment can be found in the roller door cupboard in the hallway leading to the female toilet. Some chemicals can be harmful if not handled responsibly. It is the responsibility of the Hirer to ensure these chemicals are dealt with properly and kept away from children.

If additional cleaning of the Pavilion is required following a function/meeting, the market rate for acquiring additional cleaning services will be taken from the Hirer's bond.

The Hirer is responsible for securing the premises and ensuring that all lights and appliances (except the refrigerator) are turned off and all external doors and windows are locked.

Storage

The Pavilion has limited available storage space. No equipment or items are to be stored at the Pavilion unless it is in a designated storage area. Storage areas will be assigned by the Town for regular users, pending availability.

The Town will not accept liability for any damage or loss to goods left or stored in the Pavilion prior to, during or after a booking.

General Conditions of Hire

Smoking is not permitted in any part of the venue by any person at any time.

The Town reserves the right to offer the venue at a reduced hire charge or free of hire charges, without assigning any reason for such an offer. In the event that a group is offered the venue at a reduced hire charge or free of charge, all Terms and Conditions of Hire must be adhered to. All bookings are subject to cancellation charges, cleaning levies and security charges.

Any authorised representative of the Town shall at any time be permitted access to the Pavilion and shall be given every facility for the enforcing of these conditions.

The Hirer has the responsibility of ensuring that the venue is suitable and safe for the purpose for which it was hired. The Hirer is to ensure that they are familiar with the location of all equipment required and any operating instructions relating to the equipment – including safety items. Clarification is to be sought from the Town prior to collection of keys and/or access cards. The Hirer is responsible for ensuring the exit doors are kept unobstructed while the function is underway.

When considered desirable by the Town, a security guard may be requested to be employed for the duration of the function. The hiring of the security guard is the responsibility of the Hirer and the cost will be met by the Hirer. Documented proof of the hiring of the guard is required.

The Hirer shall take all necessary steps to ensure that noise emitted from the facility (including any car park or outdoor areas) during any function does not cause annoyance to nearby residents. Applicants are warned that any excessive noise may result in prosecution by the Town itself for a breach of the *Environmental Protection (Noise) Regulations 1997*.

The Hirer of the Pavilion shall comply with the provisions of the Health Act and any other relevant Act in force at the time that is applicable to the hiring of buildings. If, in the opinion of the Town, all necessary actions have not been taken to comply with the statutory requirements, the Town may, prior to the function, forbid or prevent the continuing use of the Pavilion.

In the event of the use of the Pavilion being forbidden or prevented under the preceding clause, the Hirer shall be charged for all amounts of the hire, as if the hire had been fulfilled. The Town shall not be responsible to the Hirer for any loss or damage incurred by the Hirer.

The nominated Hirer who has applied for and been approved for the use of the Pavilion is solely responsible for the conduct of all persons and any event or happening at the facility for the duration of the hire period. The Hirer shall maintain good order and behaviour within the property and shall be solely responsible for compliance with these conditions and for meeting the costs of any damages or loss of equipment.

No animals are allowed in the Pavilion, with the exception of registered guide or assistance animals.

The Hirer will notify the Town of Mosman Park at the earliest opportunity if any damage occurs during their session.

EMERGENCY RESPONSE GUIDELINES - ALF ADAMS PAVILION

1. PLANNING THE FUNCTION AND / OR UPON ARRIVAL AT THE FACILITY

- 1.1 Take note of the location of any telephone located outside the centre or mobile phones in possession of organisers that can be used in case of emergency.
- 1.2 Take note of building exits, fire equipment and potential (safe) outdoor assembly areas. Please advise the Council if any fire equipment, exits or exit signage is faulty. It is important to note that Alf Adams Pavilion does not have a fire alarm.
- 1.3 Take note of how many people are under your supervision at the facility or in attendance at the function, including contractors and organisers.
- 1.4 Please note that it is the responsibility of the Hirer to provide a First Aid kit.

N.B - This is important should an emergency arise and evacuation is initiated from the building.

2. EMERGENCY PROCEDURES – IN CASE OF FIRE / EXPLOSION

- 2.1 Announcement of evacuation by the use of loud, clear voice commands.
i.e. "Could I have your attention, please. We have an emergency in the building. Would you please evacuate the building via _____ exit."
- 2.2 Evacuate building by nearest exit: please refer to the Evacuation Plan on the wall near the fire exits identifying key escape routes.
- 2.3 Telephone: 000 and ask for Fire / Police / Ambulance.

Prepare to give the following information:

- Location – Alf Adams Pavilion, Solomon Street, Mosman Park
 - Nearest main intersection – Solomon Street and Lochee Street
- 2.4 Assemble outside at a safe assembly point. Avoid car park areas, move away from any structures, and avoid powerlines or known utility service locations such as gas and water mains.
 - 2.5 Conduct a head count: make sure everyone, including attendees, organisers and contractors are accounted for.
 - 2.6 Ensure the safety of people: attend to injured persons, assist if required and ask others to assist.

- 2.7 DO NOT re-enter the building: this is a highly dangerous act. Remain outside of the building and stop others from trying to re-enter the building.
- 2.8 Notify Council: after contacting Emergency Services, contact Council's emergency contact person and give them the full details of the emergency situation.
- Name: Town of Mosman Park Rangers
 - Phone: 9383 6600

3. OTHER EMERGENCIES

- 3.1 In case of violence or physical threats:

Telephone: 000 and ask for Fire / Police / Ambulance.

Prepare to give the following information:

- Location – Alf Adams Pavilion, Solomon Street, Mosman Park
- Nearest main intersection – Solomon Street and Lochee Street

DO NOT confront the offender(s).

Use **SAFE**: **S**tay calm, **A**ct passively, **F**ollow instructions, **E**vidence gather.

- 3.2 In case of earthquakes or severe storms (cyclone):

Stay indoors.

Take shelter under tables and in doorways that are away from windows, overhead fittings and walls with objects that can be displaced.

Attend to the injured.

Wait for instructions from responding Emergency Services.

- 3.3 In case of bushfire in the immediate area:

Stay indoors.

Monitor the situation

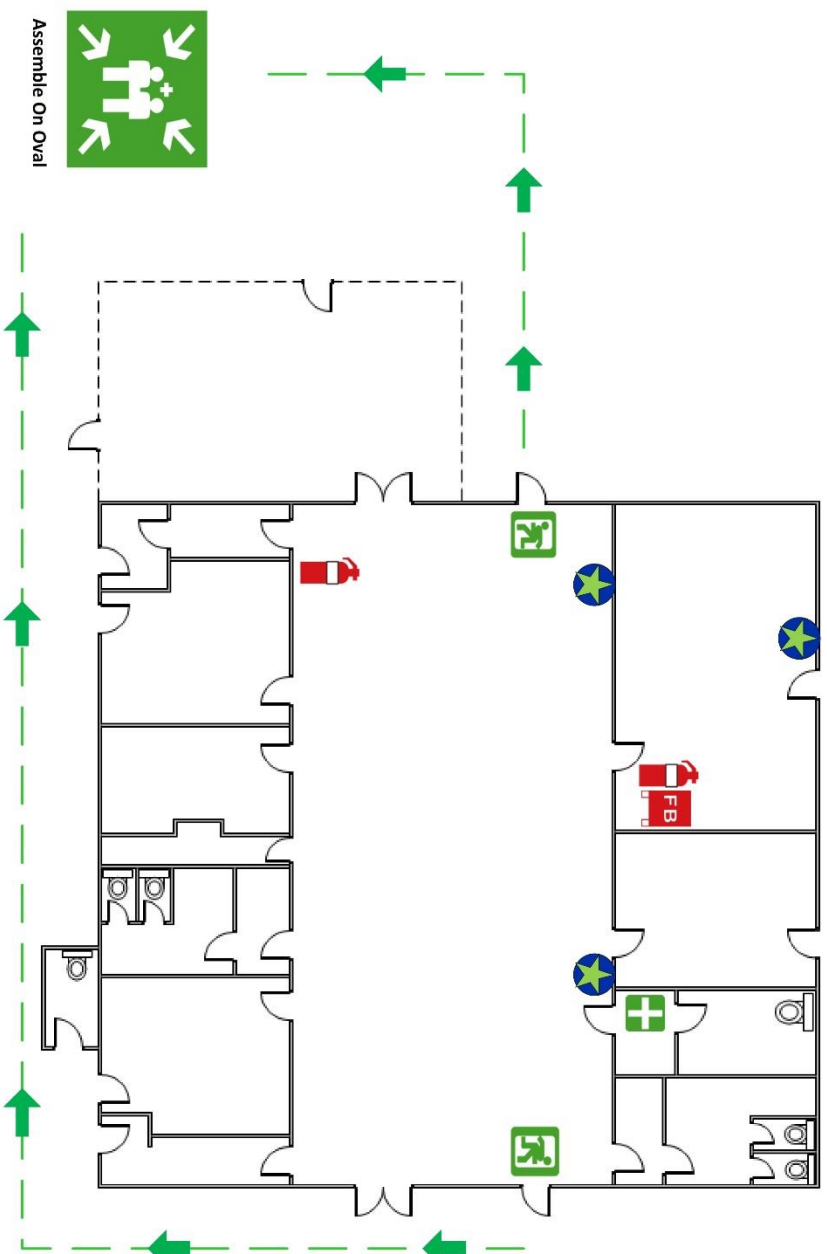
- 3.4 Do not leave the facility unless it is immediately threatened or as instructed by Emergency Services.

4. REPORTING OF MINOR DAMAGE

As a courtesy to the future users of the facility, please report any damage to the building and its fixtures to the Town. Please also report if Council-supplied equipment/facilities were not serviceable.

Evacuation Diagram

Alf Adams Pavilion
31 Solomon Street
Mosman Park



EMERGENCY INFORMATION



In case of emergency contact:







- **Police, Fire or Ambulance (life threatening)** **000**
- **Police (non-urgent)** **131 444**
- **SES** **132 500**

When directed by your Warden:

- Evacuate the building via the nearest safe exit
- Proceed to the assembly area, or as directed by your Warden or Emergency Services
- Remain at the assembly area until directed by your Warden or Emergency Services

Do not re-enter the building until instructed by your Warden or Emergency Services.

Legend

	Dry Powder Fire Extinguisher
	First Aid Kit
	Emergency Exit
	Assembly Area
	Emergency Walk Way
	"You Are Here"